

SOLICITATION, OFFER AND AWARD			1.THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) }		RATING DO-A70	PAGE OF PAGES 1 93
2.CONTRACT NO.		3.SOLICITATION NO. N00164-01-R-0115		4.TYPE OF SOLICITATION []SEALED BID (IFB) [X]NEGOTIATED (RFP)		5.DATE ISSUED 6/25/01
				6.REQUISITION/PURCHASE NO. 11525869		
7.ISSUED BY CODE COMMANDER CODE 1163WP, BLDG. 2693 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001			N00164		8. ADDRESS OFFER TO (If other than Item 7)	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in B. 2693 until 2:00 PM EST local time 08/23/01;
CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: \	A. NAME LUANN SHELTON	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (812) 854-3711
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and</i> <i>Related documents numbered and dated.</i>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or Print)</i>		
15B. TELEPHONE NO. <i>(Include area Code)</i>		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 23204(c)() <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) }	
				ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT – Award will be made on the Form, or Standard Form 26, or by other authorized official written notice.

SECTION "B "
SUPPLIES AND SERVICES

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	FIRST ARTICLE WLR-1H(V)7 Countermeasure Receiver Set Modification Kit, In Accordance With the Specification and Government Statement of Work (SOW) as found in Section "C" Herein.				
0001AA	LOT I -With at Sea Testing First Article WLR-1H(V)7 Countermeasure Receiver Set Modification Kit in accordance With the Specification and SOW in Section "C"	1	KT		
0001AB	LOT II -Without at Sea Testing First Article WLR-1H(V)7 Countermeasure Receiver Set Modification Kit in accordance with the Specification and SOW in Section "C"	1	KT		
0001AC	DATA - for First Article, in accordance Contract Data Requirement List (CDRL) A001, A002, A005, A006, and A007 found in Section "J" of the solicitation.	1	LO	NSP	NSP

SECTION "B "
SUPPLIES AND SERVICES

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	<u>Production Quantity</u>				
0002	WLR-1H(V)7 Countermeasure Receiver Set Modification in Accordance with the Specification and SOW as Found in Section "C" Herein.	7	KT		
	<u>CORE DATA</u>				
0003	DATA - IAW CDRL's A008, A009, A011, A012, A013, A014, A015, A016, A017, A018, A019, A020, A021, A022, A023, A024, A025, A027, A028 as found In Section "J" of the solicitation.	1	LO	NSP	NSP
	<u>OPTIONS</u>				
	OPTION I				
0004	WLR-1H(V)7 Countermeasure Receiver Set Modification in Accordance with the Specification and SOW as Found in Section "C" Herein.	4	KT		
	OPTION II				
0005	WLR-1H(V)7 Countermeasure Receiver Set Modification in Accordance with the Specification and SOW as Found in Section "C" Herein.	4	KT		
	OPTION III				
0006	WLR-1H(V)7 Countermeasure Receiver Set Modification in Accordance with the Specification and SOW as Found in Section "C" Herein.	4	KT		

SECTION "B "
SUPPLIES AND SERVICES

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	<u>OPTION IV</u>				
	<u>NON-CORE PRICED DATA</u>				
0007	Data in accordance with Contract Data Requirements Lists (CDRL's) found in Section "J". Data is to be priced. Data may or may not be exercised..				
0007AA	First Article Data IAW CDRL A003	1	LO		
0007AB	First Article Data IAW CDRL A004	1	LO		
0007AC	DATA IAW CDRL A010	1	LO		
0007AD	DATA IAW CDRL A026	1	LO		
0007AE	DATA IAW CDRL A029	1	LO		
0007AF	DATA IAW CDRL A030	1	LO		
0007AG	DATA IAW CDRL A031	1	LO		
0007AH	DATA IAW CDRL A032	1	LO		
0007AJ	DATA IAW CDRL A033	1	LO		
0007AK	DATA IAW CDRL A034	1	LO		
0007AL	DATA IAW CDRL A035	1	LO		

SECTION "B" NOTES:

SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at www.ccr.dlsc.dia.mil. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

(X) The Government reserves the right to waive first article at sea testing if the offeror has successfully performed at sea testing in accordance with the Statement Of Work (SOW). First article at sea testing may be waived if the offeror has provided supplies similar or identical to those called for and have been previously delivered by the offeror and accepted by the Government. Therefore, alternate offers are permitted. Lot I includes first article while Lot II does not. Award will be made by lot, and only one lot will be awarded. All offerors are required to provide a first article unit which will become part of the production quantity. This waiver is for first article at sea testing only.

(X) The first article unit will be supplied as a production unit.

Pre-Proposal Conference - A pre-proposal conference will be held on 17 July 2001 at Naval Surface Warfare Center, Crane Indiana 47522-5001, Building 3168. Conference Room 3. Pre-proposal conference will start at 0830. NSWC Crane Contracting Officer request that all questions in regards to the solicitation, specification and statement of work be provided before the close of business on 9 July 2001. All offeror's are required to provide a list of attendees to the Contracting Officer no later than 11 July 2001 so gate passes can be arranged. Questions shall be submitted in writing via email at shelton_l@crane.navy.mil or facsimile 812-854-6931.

Government Furnished Information (GFI) - GFI as identified in Section "J" of the solicitation will be provided upon written request to the Contracting Officer via email at shelton_l@crane.navy.mil or facsimile 812-854-6931. In the event you are not awarded the contract the GFI shall be returned to the Contracting Officer within 10 days after contract award.

Performance Base Payments - Contractors are requested to propose a milestone chart for performance based payments. The resultant contract will include performance based payments in accordance with FAR 52.232-32. The Contracting Officer will issue in the near future the critical milestones that all offeror's will be required to propose to.

ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990) – (5408)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____ dated _____ in response to NSWC Crane Solicitation No. N00164-01-R-0115

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract.

Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990) - (5410)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.

FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990) – (5411)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, material and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command at the time of First Article delivery.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993) – (5413)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference all the data or information which the Government has provided or will provide to the Contractor except for -

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.

(c) (1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of; or the time required for performance of any part of the work under this contract an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)(5417)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s) _____

(Offeror to fill in contract number(s), as applicable. See Section M)

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000)(5425)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable

IT item under this contract (including any option exercised hereunder), whichever is later.
(End of Text)

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of
- (b) final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (c) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION "C" - DESCRIPTION/SPECIFICATIONS

AN/WLR-1H(V)7

1.0 Scope

This specification describes the requirements for the AN/WLR-1H(V)7 production system. The AN/WLR-1H(V) is a shipboard ESM system with the mission requirement of providing Over-the-Horizon Cued Detection, classification and Targeting area surveillance and threat warning. The system provides received signal processing, digital displays and recording of frequency, pulse width, pulse repetition interval, angle of arrival and time of arrival. The system performs matching of received signal parametrics with a stored threat library to provide an audible and visual alert on receipt of a threat signal. It is anticipated that the production system described herein will be directed toward maximum use of COTS/NDI equipment per MIL-HDBK-2036 and implementation of an open systems architecture. System equipment shall be located at two levels throughout the ship. The system may use the existing WLR-1H(V)5 AS-4122A antenna which is located on the mast ESM platform. The WLR-1H(V)5 AS-4122A antenna consists of three omni antennae and one DF antenna. Operator displays and controls shall be located in CDC/CIC.

2.0 Applicable Documents

The following specifications, standards, and handbooks form a part of this specification to the extent specified herein. In keeping with the most recent Department of Defense and Secretary of the Navy policy, the contractor is encouraged to propose alternatives to the specifications and standards cited herein. Unless otherwise specified, the issues of the military documents are those listed in the issue of the Department of Defense Index of Specifications and Standards on the date of this specification. The issue of non-government standards are those in effect on the date of this specification. Invoked documents are to be followed by the contractor. Guidance documents provide a reference for the contractor to use a general guide in development of processes, documents, or data.

MIL-HDBK-2036	01 NOV 1999	Preparation Of Electronic Equipment Specifications
MIL-DTL-38999K	17 DEC 1999	Connectors, Electrical, Circular, Miniature, High Density, Quick Disconnect (Bayonet, Threaded, And Breech Coupling), Environment Resistant, Removable Crimp And Hermetic Solder Contacts, General Specification For
MIL-C-24643A	14 MAR 1994	Cable And Cords, Electric, Low Smoke, For Shipboard Use, General Specification For
MIL-STD-2042A	29 SEP 1997	Fiber Optic Cable Topology Installation Standard Methods For Naval Ships
MIL-C-28876D	04 MAY 1995	Connectors, Fiber Optic, Circular, Plug And Receptacle Style, Multiple Removable Termini, General Specification For
MIL-HDBK-46855A	17 MAY 1999	Human Engineering Requirements For Military Systems, Equipment, And Facilities
MIL-STD-461E	20 AUG 1999	Requirements For The Control Of Electromagnetic Interference Characteristics Of Subsystems And Equipment

MIL-STD-882D	10 FEB 2000	Standard Practice For System Safety Federal Acquisition Register JAN 1998 Y2K Document
MIL-A-8625F	10 SEP 1993	Anodic Coatings For Aluminum And Aluminum Alloys
MIL-C-5541E	30 NOV 1990	Chemical Conversion Coatings On Aluminum And Aluminum Alloys
MIL-P-53030A	20 AUG 1992	Primer Coating, Epoxy, Water Reducible, Lead And Chromate Free
FED-STD-595B	15 DEC 1989	Colors Used In Government Procurement
MIL-PRF-85285C	30 APR 1997	Coating: Polyurethane, High Solids
MIL-PRF-24712A	19 MAR 1997	Coatings, Powder (Metric)
MIL-STD-810F	01 AUG 2000	Department Of Defense Test Method Standard For Environmental Engineering Considerations And Laboratory Tests
MIL-STD-167/1	01 MAY 1974	Mechanical Vibrations Of Shipboard Equipment (Type 1 - Environmental And Type II - Internally Excited)
MIL-S-901D	17 MAR 1989	Shock Tests. H.I. (High Impact) Shipboard Machinery, Equipment, And Systems, Requirements For
DOD-STD-1399/70-1	30 NOV 1989	Interface Standard For Shipboard Systems Section 070 - Part 1 D.C. Magnetic Field Environment (Metric)
SE430-AA-MMA-01D/WLR-1H(V)5	01 FEB 2000	Operation And Maintenance Instructions For Antenna Assembly AS-4122A/WLR-1H(V)
BEWT-IRS-001	20 FEB 2001	Interface Requirements Specifications (IRS) For The Battleforce Electronic Warfare Trainer (BEWT) AN/USQ-T47(V)2 And AN/WLR-1H(V)7
WLR-1H(V)7 Threat Library CDROM	21 MAR 2000	AN/WLR-1H(V)7 Test Threat Library (SECRET/NO FORN)
33472/137390 REV H	28 MAY 1998	Antenna Unit, ESM, Single Package
33472/202620 REV H	28 MAY 1998	Radome/Omni Stack Array Assembly
33472/202670 REV L	17 JUN 1996	Antenna Base/Electical Assy
33472/202673 REV C	08 DEC 1994	Antenna Base, Machining

3.0 Requirements

3.1 General

3.2 Characteristics

This system shall be a replacement for the existing WLR-1H(V)5 system. The external equipment can be used with the existing antenna mounts, radome, etc. The system must fit, operate, and survive within the existing mechanical, electrical, ship's power, air supply, and thermal limits and constraints. The system must not impact the existing structural, electrical or other performance specifications.

3.2.1 Electrical Characteristics

3.2.1.1 System Characteristics

The system shall have the following characteristics and meet the following specifications:

3.2.1.1.1 System Operating Modes

The system shall be able to operate in an automatic mode, manual mode, a combination of automatic mode and manual mode, training mode, and Built In Test (BIT) mode.

3.2.1.1.1.1 System Automatic Mode

In system automatic mode the system shall automatically detect, resolve, process, and display received emitters without operator intervention.

3.2.1.1.1.2 System Manual Mode

In system manual mode the system shall detect, resolve, process, and display received emitters via operator selection and control.

3.2.1.1.1.3 System Combination Mode (Automatic And Manual)

In system combination mode the system shall be able to perform section 3.2.1.1.1.1 and section 3.2.1.1.1.2 simultaneously.

3.2.1.1.1.4 System Training Mode

In system training mode the system shall allow the operator to partake in computer based scenario system training. While in system training mode real world emitters shall not be resolved, processed, or displayed.

3.2.1.1.1.5 System Built In Test (BIT) Mode

In system Built In Test mode the system shall allow the operator to run Built In Test diagnostics to each single Lowest Replaceable Unit (LRU).

3.2.1.1.2 System Frequency Coverage

The operating frequency range of the system shall be a minimum range of 0.5 to 18 GHz. The system shall meet all specifications herein over the full operating frequency range.

3.2.1.1.3 System Bandwidth

3.2.1.1.3.1 System Unambiguous 3 dB Bandwidth

The unambiguous 3 dB bandwidth of the system shall be at a minimum 17.5 GHz. The system must resolve signals across the entire operating band while suppressing the display of multipath and spurious/harmonic signals.

3.2.1.1.3.2 System Selectable Bandwidth

The system shall at a minimum have a three operator selectable bandwidths. The three bandwidth must fall within the following ranges: (Range 1: 3-5 MHz) (Range 2: 30-70 MHz) (Range 3: 400-600 MHz)

3.2.1.1.4 System Response and Correlation Of Emitter Time

3.2.1.1.4.1 System Response And Correlation Of Complex Emitters

The system shall at a minimum actively respond, correlate, report, and display complex emitters (i.e. FMOP, PMOP, Frequency Agility, Frequency Hopping, PRI stagger, PRI pseudo or random, etc..) in less than five seconds after the complex emitter is initially received by antenna(e) and as the scan rate permits per paragraph 3.2.1.1.14.

3.2.1.1.4.2 System Response And Correlation Of Simple Emitters

The system shall at a minimum actively respond, correlate, report, and display simple emitters (i.e. all emitter that are not complex and do not have parameters varying with time) in less than two seconds after the simple emitter is initially received by antenna.

3.2.1.1.5 System Measurements - Angle of Arrival

3.2.1.1.5.1 System Angle Of Arrival Range

The system will accurately measure received angle of arrival (bearing) for the full 360°.

3.2.1.1.5.2 System Angle Of Arrival Absolute Accuracy

The accuracy of an angle of arrival measurement between the frequency range of 0.5 -2.0 GHz shall be a maximum of ± 5 degrees.

The accuracy of an angle of arrival measurement between the frequency range of 2.0-18.0 GHz shall be a maximum of ± 2 degrees.

3.2.1.1.6 System RF Input Sensitivity

3.2.1.1.6.1 System RF Input Tangential System Sensitivity (TSS)

Excluding antenna gain, the system must detect and resolve signals (display on external oscilloscope or system internal oscilloscope) whose power level is -86.5 dBm or greater across the entire operating band.

3.2.1.1.6.2 System RF Input Processing System Sensitivity (PSS)

Excluding antenna gain, the system must detect, resolve, process, and display signals whose power level is -78.0 dBm or greater across the entire operating band.

3.2.1.1.7 System Instantaneous Dynamic Range

The instantaneous dynamic range of the system shall be no less than 70 dB across the entire operating band.

3.2.1.1.8 System Measurements - Pulse Density

3.2.1.1.8.1 System Pulse Density Input Rate

The system will accurately report signals with a minimum input pulse rate up to and including two million pulses per second.

3.2.1.1.8.2 System Pulse Process Recovery Time

The system will be able to start to process a new pulse no less than 250 ns after the prior pulse's process ends.

3.2.1.1.8.3 System Pulse Measurement Time

The time to process any new pulse parameters will not exceed 450 ns.

3.2.1.1.9 System Measurements - Frequency

3.2.1.1.9.1 System Absolute Frequency Accuracy

The maximum frequency error of any single frequency measurement shall be less than 1.0 MHz, RMS.

3.2.1.1.9.2 System Frequency Repeatability

The maximum frequency deviation of any signal over time (no less than five minutes) shall be less than 1.0 MHz, RMS.

3.2.1.1.9.3 System Mean Frequency Resolution

The mean frequency cell size shall be less than or equal to 0.5 MHz.

3.2.1.1.9.4 System Frequency Agility

As a goal the system shall be capable of processing, identifying, and displaying frequency agile signals which exhibit frequency agility of up to 500 MHz, pulse to pulse and batch to batch. The system shall process, identify, and display fixed frequency switching signals and pseudo random frequency hopping signals.

3.2.1.1.10 System Measurements - Pulse Repetition Interval (PRI)

3.2.1.1.10.1 System Pulse Repetition Interval Range

At a minimum the system will accurately measure a Pulse Repetition Interval range of 2 μ s to 10 ms across the entire operating band.

The system will allow the operator the choice of reporting in either PRI or Pulse Repetition Frequency (PRF).

3.2.1.1.10.2 System Pulse Repetition Interval Resolution

The Least Significant Bit of Pulse Repetition Interval will be no greater than 25 ns.

3.2.1.1.10.3 System Pulse Repetition Interval Accuracy

The maximum error for Pulse Repetition Interval will be less than 50 ns RMS.

3.2.1.1.10.4 System Pulse Repetition Interval Agility

The Pulse Repetition Interval agility shall be able to process and display a jitter (greater than one percent of fundamental PRI) and stagger up to or exceeding 64 levels (assuming one hundred percent Probability of Intercept).

3.2.1.1.11 System Measurements - Pulse Width (PW)

3.2.1.1.11.1 System RF Pulse Width Range

At a minimum the RF input pulse width range for full accuracy shall be 50 ns to 1.638 ms across the entire operating band. The system shall be able to identify and flag CW.

3.2.1.1.11.2 System Pulse Width Resolution

The Least Significant Bit of Pulse Width will be no greater than 25 ns.

3.2.1.1.11.3 System Pulse Width Accuracy

The maximum error for pulse width measurements will be less than 50 ns RMS.

3.2.1.1.12 System Measurements - Amplitude

3.2.1.1.12.1 System Amplitude Absolute Accuracy

At a minimum the system will measure received power (amplitude) to within 3 dBm RMS across the entire operating band.

3.2.1.1.12.2 System Amplitude Resolution

The Least Significant Bit of amplitude will be no greater than 0.4 dB.

3.2.1.1.12.3 System Amplitude Range

At a minimum the system dynamic range for linear amplitude measurements will be 70 dB.

3.2.1.1.12.4 System Amplitude versus System Direct

In system amplified mode the system will have at least a +15 dB gain in amplitude in comparison to when the system is in direct mode over the entire frequency range. As a goal the +15 dB gain shall be selectable by the operator in +3 dB increments.

3.2.1.1.13 System Measurements - Time of Arrival (TOA)

3.2.1.1.13.1 System Time Of Arrival Resolution

The Least Significant Bit of Time of Arrival will be no greater than 0.47 ns.

3.2.1.1.13.2 System Time Of Arrival Absolute Accuracy

The accuracy of a time of arrival measurement shall not exceed 12 ns RMS.

3.2.1.1.14 System Measurements - Scan Rate

3.2.1.1.14.1 System Scan Rate Range

At a minimum the system will accurately measure manual scan rate between 0.05 Hz -100 Hz. A goal of the system shall be to accurately measure automatic scan rate between 0.05 Hz - 100 Hz.

3.2.1.1.14.2 System Scan Rate Accuracy

The accuracy of the scan rate shall not exceed two percent of the scan time.

3.2.1.1.14.3 System Scan Rate Analysis

At a minimum the system shall manually be able to analyze the following scan types: Circular, Bidirectional, Sector, Conical, Steady, and Complex. A goal of the system shall be to automatically analyze the following scan types: Circular, Bidirectional, Sector, Conical, Steady, and Complex.

3.2.1.1.15 System Measurements - Intrapulse Modulation

3.2.1.1.15.1 System Intrapulse Modulation

At a minimum the system shall be able to detect and flag the following intrapulse modulation: Frequency Modulation On Pulse (FMOP), and Phase Modulation on Pulse (PMOP).

3.2.1.1.16 System Maximum Input Power

The system at a minimum must survive a +60 dBm (plus any antenna gain) pulsed RF signal with a 10 μ s PW and 0.1% duty cycle across the entire operating band.

The system at a minimum must survive a +36 dBm (plus any antenna gain) CW signal across the entire operating band.

3.2.1.1.17 System Active Emitter Tracking

At a minimum the system shall be able to track up to 1024 emitters simultaneously. At a minimum the tracks shall be refreshed every 100 ms and every time there is a mode change in a received emitter.

3.2.1.1.18 System Threat Library

The system threat library shall be in accordance with the WLR-1H(V)7 Threat Library CDROM and have the following characteristics:

3.2.1.1.18.1 System Threat Library Capacity

The system will correlate all processed emitters with a stored library of emitters for reporting and tracking. At a minimum the library will be capable of handling up to 50,000 library entries with an average of 50 modes per library entry. The system will also have the expansion capability to handle up to 200,000 library entries with an average of 50 modes per library entry. All data in the emitter file shall be accessible to the system displays and printer. Correlation will be as stated in 3.2.1.1.4. The system library database shall be in Microsoft Access 97 format or a later version.

3.2.1.1.18.2 System Threat Library ID

The system threat library ID at a minimum shall consist of emitter name, emitter ELNOT, emitter type, emitter class, minimum/maximum frequency, minimum/maximum pulse width, minimum/maximum PRI, and PRI type.

3.2.1.1.18.3 System Threat Library Mode

The system threat library modes shall be at a minimum include frequency agile, single, stagger, FMOP, and PMOP characteristics for each emitter.

3.2.1.1.18.4 System Threat Library Carrier Frequency

The system threat library shall contain minimum frequency, maximum frequency, frequency hopping pattern(s), and frequency sequence(s) for each emitter.

3.2.1.1.18.5 System Threat Library Pulse Width

The system threat library shall contain minimum pulse width, maximum pulse width, pulse width hopping pattern(s), and pulse width sequence(s) for each emitter.

3.2.1.1.18.6 System Threat Library PRI

The system threat library shall contain minimum PRI, maximum PRI, PRI hopping pattern(s), and PRI sequence(s) for each emitter.

3.2.1.1.18.7 System Threat Library Scan Type

The system threat library at a minimum shall contain scan type information such as circular, conical, etc.. and scan interval for each emitter.

3.2.1.1.18.8 System Threat Library Modulation On Pulse

The system threat library shall contain flags indicating FMOP and PMOP.

3.2.1.1.18.9 System Threat Library Priority Level

At a minimum the system threat library shall be searchable by priority level.

3.2.1.1.18.10 System Threat Library Lethality Level

At a minimum the system threat library shall be searchable by lethality level.

3.2.1.1.18.11 System Threat Library Geo-Tailored Threats

At a minimum the system threat library shall be searchable by geo-tailored threats.

3.2.1.1.18.12 System Threat Library Method Of Transfer

The system threat library shall be removable on a CD-R/RW (recordable/re-writeable) compact disk. As a goal the system threat library shall be capable of being loaded over a rapid reprogramming internet connection.

3.2.1.1.18.13 System Threat Library Time/Date Stamp

At a minimum the system threat library shall record the last time/date stamp of emitter upon recognition by the system.

3.2.1.1.18.14 System Threat Library Access Time

The system threat library shall be capable of accessing any emitter record in less than 10 μ s.

3.2.1.1.19 System Blanking For Emitters

3.2.1.1.19.1 System Blanking For On Board Emitters

The system will be designed to prevent individual operator selectable on board emitter pulses from being displayed while minimizing degradation of system performance. At a minimum the system will be provided pre-trigger inputs from on board emitters via a SLA-10B. The pretrigger input is +20 VDC. As a goal the system will not be provided with pre-trigger inputs from on board emitters. In either case the response of the system will be to process but not display individual operator selected on board emitter(s) RF pulse(s). This will allow the individual operator to choose which on board emitters are displayed.

3.2.1.1.19.2 System Blanking For Off Board Emitters

The system will at a minimum be designed to prevent individual operator selectable off board emitter pulses from being displayed on all displays while minimizing degradation of system performance. The response will be to process but not display individual operator selected off board emitter(s) RF pulse(s). This will allow the individual operator to choose which off board emitters are displayed.

3.2.1.1.19.3 System Multi Path Blanking

The system shall minimize display of emitter multi path reflection(s). Any emitter's multi path reflection(s) received between an operator selectable 10 μ s to 50 μ s from the original emitter shall not be displayed.

3.2.1.1.20 System Processor Recognition

Processed recognition includes the ability to capture, identify and report individual emissions from interleaved multi-emitter environments. The system will, at a minimum be able to distinguish between three complex emitters on the same line of bearing. The system shall not report false emitters more than once during any twelve hour period.

3.2.1.1.21 System Probability Of Detection (PD) For Frequency Measurements

3.2.1.1.21.1 System Probability Of Detection With Noise

With a minimum 6 dB signal to noise ratio, the system minimum Probability of Detection will be 100%. Probability of Detection is defined as number of valid pulse measurements divided by the actual number of pulses measured.

3.2.1.1.21.2 System Probability Of Detection Of Simultaneous Emitters

As a goal, if signal A and signal B are at different frequencies and received simultaneously with the same input power the system shall report either signal A and/or signal B but not invalid data. Invalid data represents signal C which is a system created signal representing some combination of signal A and signal B.

3.2.1.1.22 System Monitors

At a minimum the monitoring of the system status and operations shall be implemented on two 20 inch color (minimum) displays. As a goal the monitoring of the system status and operations shall be implemented on two 20 inch color (minimum) Active Matrix Liquid Crystal Display (AMLCD) flat panel displays.

As a goal all displayed information will have auxiliary outputs for remote monitors. Auxiliary output data must be able to be transmitted via an intraface cable at least 500 feet.

System software shall allow for a single mouse cursor to operate between the two displays.

System software shall allow the system operator the capability to reconfigure the two displays (see 3.2.1.1.30) onto a single display in the event that one of the displays becomes inoperable.

3.2.1.1.23 System Color Printer

The modification kit will include a color printer.

3.2.1.1.24 System Interfaces

3.2.1.1.24.1 System Interface Connector Requirements

All system interface connectors shall be militarized in accordance with MIL-DTL-38999K.

3.2.1.1.24.2 System Power Requirements

3.2.1.1.24.2.1 CDC/CIC Power Requirements

All CDC/CIC equipment will be provided with a single power connection with the following specifications:

115 VAC $\pm 5\%$

15 Amp (max) $\pm 5\%$

60 Hz $\pm 5\%$

single phase

14 AWG wire (minimum)

3.2.1.1.24.2.2 Tuner Room Requirements

All Mast mounted equipment will be provided with a single power connection with the following specifications:

115 VAC $\pm 5\%$

20 Amp (max) $\pm 5\%$

60 Hz $\pm 5\%$

single phase

12 AWG wire (minimum)

3.2.1.1.24.2.3 Mast Power Requirements

All Mast mounted equipment will be provided with a single power connection with the following specifications:

115 VAC $\pm 5\%$

7.5 Amp (max) $\pm 5\%$

60 Hz $\pm 5\%$

single phase

16 AWG wire (minimum)

3.2.1.1.24.3 NAVSSI Requirement

Not applicable.

3.2.1.1.24.4 Battle Force Electronic Warfare Trainer (BEWT) Requirement

The system shall interface with BEWT in accordance with BEWT-IRS-001.

3.2.1.1.24.5 GCCS-M Requirement

Not applicable.

3.2.1.1.24.6 Dry Air Requirement

All mast mounted equipment will be provided with a single dry air connection equal to but not exceeding 0.5 PSI. All mast mounted equipment must hold 0.5 psi dry air without any dry air leaks.

3.2.1.1.25 System Intraface

3.2.1.1.25.1 System Intraface Connector Requirements

The system intraface connectors shall be militarized in accordance with MIL-DTL-38999K unless they are connectors are Commercial Off The Shelf (i.e. headset connector, printer connector).

3.2.1.1.25.2 System Intraface Cable Requirements

At a minimum the number of system intraface cables shall not exceed one hundred. The maximum diameter of any cable shall not exceed one inch. All cables shall be low smoke and in accordance with MIL-C-24643A. If any cable is to run between the antenna and CDC/CIC it must be designed to support a maximum cable run of 1000 feet.

At a minimum the system shall not have more than three wave guides between the mast and tuner room. As a goal the system shall not use wave guide.

If fiber optic cable is used it must adhere to specifications and requirements per MIL-STD-2042A and MIL-C-28876D.

If single mode fiber optic or multimode fiber optic is used in a cable there must be a one to one spare single mode fiber optic or multimode fiber optic in the cable.

3.2.1.1.26 System Start Up Time

3.2.1.1.26.1 System Cold Start Up Time

At a minimum the system shall be fully operational within ten minutes from a cold-start (i.e. power up of all subsystems, verify system readiness [BIT/diagnostic], reload software, and establish all internal and external interfaces).

3.2.1.1.26.2 System Warm Start Up Time

At a minimum the system shall be fully operational within two minutes from a warm-start (i.e. operator invokes a system reset).

3.2.1.1.27 System Sea-state Readiness

The system shall be operable from sea-state one through sea-state five.

3.2.1.1.28 System Built In Test (BIT)

The system shall contain BIT circuitry to verify performance of the AN/WLR-1H(V)7 system. The system BIT function shall be able to isolate system faults to the lowest replaceable unit (LRU) level. The system BIT function shall also provide a measurement of the comprehensive VSWR of the WLR-1H(V)5 AS-4122A DF antenna, rotary joint, and connecting cable.

Upon system startup the complete BIT test shall automatically execute and report results to the operator.

The system shall have a hot key the operator can utilize to bypass the BIT test on start up. The hot key shall not consist of depressing more than two keystrokes simultaneously. This hot key may be used to meet the system warm start up time requirement in section 3.2.1.1.26.2.

The system BIT shall allow the operator the option to run all BIT test at once or the option to run individual LRU BIT test(s).

3.2.1.1.29 System Human-Machine Interface

The system must minimize operator workload and optimize the ability to rapidly analyze received signals.

The system is allowed a single operator's position to perform operations. Displays shall have the capability to simultaneously, clearly, and legibly present all required data including the received signal parametrics, frequency displays, signal data correlation, polar display of received signals and menus for operator selection. Controls, as a minimum shall consist of two color displays and a keyboard with a track ball. Design of the display/control console should use the guidance of MIL-HDBK-46855A.

3.2.1.1.30 System Operator Displays

At a minimum the system shall consist of the following operator displays which can be located on either the upper monitor or lower monitor:

3.2.1.1.30.1 System Alphanumeric Display

At a minimum the system alpha display provides the operator written description, in signal-last-seen order, of the signals contained in the emitter file, including: time of arrival (TOA), frequency, pulse width, pulse repetition frequency, threat alarm warning and display of selected items from the threat alarm file. In addition, the alpha display must selectively display all menus required by the operator for efficient selection of display and control modes of operation. Operator must also have the capability to edit the database in this display.

3.2.1.1.30.2 System Frequency Versus Amplitude Display

At a minimum the system frequency versus amplitude display must present the entire frequency band with a single spectral sweep with a minimum 50 MHz resolution. Additional frequency versus amplitude display(s) shall allow the operator to select a 1 GHz bandwidth with a minimum 5 MHz resolution and a 100 MHz bandwidth with a 1 MHz bandwidth simultaneously. Extra data in the manual analysis mode, sector scan about an operator-selected center frequency, is required for close analysis of the received signal. A high water mark shall be used to indicate the maximum amplitude recorded for each emitter since system initialization. High water marks shall be capable of being temporarily erased and turned off completely via operator selection.

3.2.1.1.30.3 System Tactical Display

At a minimum the system tactical display shall display the present status of all processed emitters using NTDS symbology and an icon representing symbology (i.e. ship, plane, sub, missile, etc..) either a polar format or as a function of coarse range.

At a minimum the system tactical display shall be capable of filtering signals by emitter type and shall be capable of filtering signals by frequency.

At a minimum NTDS symbology history trails shall be used to track processed emitters.

At a minimum distinct symbologies for the processed emitters shall include ownship, friendly surface, friendly air, friendly sub, unknown surface, unknown air, unknown sub, hostile surface, hostile air, hostile sub, missile, and missile platform.

3.2.1.1.30.4 System Manual Pulse Train Analysis Display

At a minimum the system manual pulse train analysis display shall allow the operator to manually analyze pulse train data in greater detail than that found on the alphanumeric display.

3.2.1.1.30.5 System DF Display

At a minimum the system DF display shall present coarse azimuth position of all received signals versus amplitude. The position of the received signal is "painted" in the form of the antenna azimuth beam pattern.

3.2.1.1.30.6 System Pulse Width Histogram Display

At a minimum the system shall include a pulse width histogram display.

3.2.1.1.30.7 System PRI Histogram Display

At a minimum the system shall include a PRI histogram display.

3.2.1.1.30.8 System Scrolling PRI Display (Waterfall)

At a minimum the system shall include a scrolling PRI display.

3.2.1.1.30.9 System Scan Analysis Display

At a minimum the system shall include a scan analysis display which shall display amplitude versus time.

3.2.1.1.30.10 System Oscilloscope Display

At a minimum the system shall include an oscilloscope display that shall allow the operator to analyze a specific emitter as with an actual oscilloscope. The oscilloscope shall be able to analyze a specific emitter at no less than 20 megasamples/sec.

3.2.1.1.30.11 System Spectrum Analyzer Display

At a minimum the system shall include a spectrum analyzer display that shall allow the operator to analyze a specific emitter as with an actual spectrum analyzer. The spectrum analyzer shall be able to analyze a specific emitter at no less than 20 megasamples/sec.

3.2.1.1.30.12 System Tuner, Receiver(s), and Antenna Control Display

At a minimum the system shall include a single display that allows the operator to see real time status and institute control over the tuner, receiver(s), DF antenna, and Omni antennae.

3.2.1.1.30.13 System Built In Test Display

At a minimum the system shall include a Built In Test display which shall allow the operator to monitor the status of the Built In Test presently being executed, the status of Built In Test that has previously passed, the status of Built In Test that has previously failed, and the status from the last time (date/military time) the Built In Test for each LRU has been ran.

At a minimum the system shall include a Built In Test histogram display providing the above historical information for each time the Built In Test has been ran for up to one year.

3.2.1.1.30.14 System Emitter List Table Display

At a minimum the system shall include an emitter list table display. The emitter list display shall consist of emitter name, emitter ELNOT, emitter type, emitter class, frequency, pulse width, PRI, PRI type, amplitude, and angle of arrival.

3.2.1.1.30.15 System Database Management Display

At a minimum the system shall include a database management display.

3.2.1.1.31 System Threat Alarm Function

At a minimum the signal processing facility of the system shall provide for the initiation of an audio and video alarm to the operator when the combination of frequency, pulse width and PRI simultaneously matches all of these parameters as stored in the system threat alarm file.

At a minimum the audio alarm shall be audible via system head phones and system speakers simultaneously.

3.2.1.1.32 System Tagging Of Emitter Function

At a minimum the signal processing facility of the system shall provide the operator the capability to "tag" an emitter on any one of the displays in section 3.2.1.1.30 and have the same emitter "tagged" on all other active displays in section 3.2.1.1.30.

3.2.1.1.33 System Controls

The following paragraphs detail the operator requirements for effective control of the system.

3.2.1.1.33.1 System Controls (Power)

Positive power on-off system controls to connect/disconnect the system from ship's power shall be provided at each ship's level of equipment location.

3.2.1.1.33.2 System Continuous Rotation (Spin) Mode

In the system continuous rotation mode, the DF antenna rotation rate shall be operator selectable from 0 to 120 (-5/+10) rpm. The system shall protect the DF antenna drive components from damage by preventing the operator from accidentally switching to manual control prior to the antenna spin rate being zero rpm in spin mode. If system power is secured for any reason prior to the spin rate of the DF antenna being zero rpm the system shall protect the DF antenna drive components from damage by stepping down the DF antenna in speed gracefully (i.e. no faster than 10 rpm per second).

3.2.1.1.33.3 System DF Antenna Sector Scan Mode

The system DF antenna sector scan mode limits may be varied between 0 degrees and 359 degrees with the sector center adjustable around the full 360 degrees.

3.2.1.1.33.4 System DF Antenna Manual Mode

The system DF antenna manual mode shall allow the DF antenna to be pointed in any position between 0 degrees and 359 degrees.

3.2.1.1.33.5 System Antenna Zero Degree Alignment

The system shall provide for an automated software zero degree alignment of the DF antenna that will be stored in nonvolatile memory.

3.2.1.1.33.6 System Omni/DF Antenna Select

The system shall allow the ability to select RF input from the Omni antennae only, DF antenna only, or Omni and DF antennae simultaneously.

3.2.1.1.33.7 System Amplify Or Direct RF Signal Select

The system shall allow the ability to select RF amplified input or RF direct input.

3.2.1.1.33.8 System Data Dismiss

The system shall drop from the alphanumeric display all emitter data that is no longer being received after an operator selected time. Default time shall be five minutes.

3.2.1.1.34 System On Time Record

The system shall record and store in retrievable memory actual system on time (in hours) over the last year.

3.2.1.1.35 System DF Antenna On Time Record

The system shall record and store in retrievable memory actual time (in hours) DF Antenna is being utilized in either spin mode, sector scan mode, or manual mode. The system shall record and store in retrievable memory actual number of DF antenna revolutions in spin mode over the last year.

3.2.1.1.36 System On Time Counter

Not Applicable.

3.2.1.1.37 System Safety

The system shall be designed to ensure system is safe to use and there shall be no electrical, mechanical, or radiation hazard to users as specified in MIL-STD-882D.

As a safety precaution the DF antenna shall begin in manual mode during system start-up.

3.2.1.1.38 System Security

The system shall be unclassified upon removal of the CD-R/RW (recordable/re-writeable) compact disk containing the threat library.

3.2.1.1.39 System Software

The system software shall utilize open systems architecture.

3.2.1.1.40 System Analog Signal

The system shall be capable of sending an analog 1 GHz IF signal from the system receiver(s) to the system processor for analog video analysis.

3.2.1.1.41 System True And Relative Bearing

The system shall be capable of being configured in either true bearing or relative bearing.

3.2.1.1.42 System Year 2000 (Y2K) Requirements

The system (hardware and software) shall be Y2K compliant per Standard Practice For System Safety Federal Acquisition Register dated January 1998, Part 39.002.

3.2.1.1.43 System Sound Powered Phones

The system shall be capable of voice communication via a dedicated sound powered phone connection between the modified antenna and the system processor.

3.2.1.1.44 System False Alarm Rate

The average false alarm rate for the system shall not exceed one per every six hours.

3.2.1.1.45 System Tunable Notch Filters

At a minimum the system shall contain five operator tunable notch filters that can individually cover in 1 MHz steps any frequency for the entire system frequency range. These operator tunable notch filters shall be capable of filtering RF in either the DF or Omni paths. The unambiguous 3 dB filter width size of the operator tunable notch filters shall be in the range of 15 -20 MHz.

3.2.1.2 Subsystem Characteristics

3.2.1.2.1 Mast Mounted Subsystem

3.2.1.2.2 CDC/CIC Subsystem

At a minimum the electrical components of the CDC/CIC subsystem shall consist of two twenty inch diagonal color monitors, one processor, one keyboard/trackball, and one printer.

3.2.1.2.2.1 Processor Subsystem

The subsystem shall consist of a processor with the following characteristics:

3.2.1.2.2.1.1 Processor Subsystem Operating System

The subsystem shall run the latest version of Windows NT.

3.2.1.2.2.1.2 Processor Subsystem Processor

At a minimum the subsystem shall consist of the equivalent of a Commercial Off The Shelf single board 750 MHz dual Pentium III Processor with 256 Mbytes RAM. Every effort shall be made by the contractor to use the latest Commercial Off The Shelf processor technology to ensure future upgrade capability.

Government shall be notified of any changes to the processor and all changes must be forward and backward compatible.

3.2.1.2.2.1.3 Processor Subsystem Read/Write CDROM

The subsystem shall consist of a Commercial Off The Shelf Read/Write CDROM. All software, threat library, and data and event logging must be loaded and recorded via the Read/Write CDROMs.

3.2.1.2.2.1.4 Processor Subsystem Removable Hard Drive

The subsystem shall consist of a Commercial Off The Shelf Removable Hard Drive. At a minimum the removable hard drive shall have a size of 20 Gigabytes.

3.2.1.2.2.1.5 Processor Subsystem Cooling Fans

Fans shall be able to maintain an optimal temperature to allow all subsystem components to function as required without overheating.

3.2.1.2.2.2 Color Printer Subsystem

The subsystem shall be a Commercial Off The Shelf color printer providing hard copy data logs and screen displays via plain paper. The printer shall also provide hard copies of alpha display files and data correlation files. The printer function shall be enabled by an operator command with the ability to print either a single page or the entire file in a signal-last-seen order.

3.2.1.2.2.2.1 Color Printer Subsystem Drivers

The subsystem printer drivers shall be included as part of the software.

3.2.1.2.2.2.2 Color Printer Subsystem Page Output

3.2.1.2.2.2.2.1 Color Printer Subsystem (Black/White Output)

The subsystem shall on average be able to print a minimum of eight full black/white text pages per minute at a resolution of 800 X 600 dots per inch.

3.2.1.2.2.2.2.2 Color Printer Subsystem (Color Output)

The subsystem shall on average be able to print a minimum of four full color pages per minute at a resolution of 800 X 600 dots per inch..

3.2.1.2.2.2.3 Color Printer Subsystem Toner Cartridges

The subsystem toner cartridges shall be Commercial Off The Shelf and easily accessible and replaceable.

3.2.2 Mechanical Characteristics

3.2.2.1 System Characteristics

The system shall have the following characteristics and meet the following specifications:

3.2.2.1.1 System General Characteristics

The system is intended to be a replacement for the existing WLR-1H(V)5 system. At a minimum the new system equipment must fit inside the existing footprint of the WLR-1H(V)5 system. As a goal the new system equipment must either fit inside the present WLR-1H(V)5 AS-4122A antenna without making any modifications to the WLR-1H(V)5 AS-4122A antenna radome/omni stack (33472/202620 REV H) or in a single shock mounted 19" equipment rack in the CDC/CIC.

The system must fit and operate within the existing mechanical, thermal, and environmental limits and constraints of the present WLR-1H(V)5 system. The system must not impact the existing structural, electrical, or other life of performance specifications of the WLR-1H(V)5 system.

Any changes to the front connector panel of the WLR-1H(V)5 AS-4122A must be in accordance with the specifications of the current WLR-1H(V)5 AS-4122A front connector panel requirements.

3.2.2.1.2 System Size and Shape Factors

3.2.2.1.2.1 Mast Mounted Equipment

At a minimum all the mast mounted equipment shall mount within the same footprint of the current WLR-1H(V)5 mast mounted equipment without interfering with the functionality of the WLR-1H(V)5 AS-4122A DF or omni antennae. Existing volume of mast mounted equipment is 68.09 cubic feet. As a goal all the mast mounted system equipment shall mount within the WLR-1H(V)5 AS-4122A antenna base per drawings 33472/202670 REV L and 33472/202673 REV C without interfering with the functionality of the WLR-1H(V)5 AS-4122A DF antenna.

All antenna subsystem components shall be capable of being installed/removed individually by ship's force without outside service assistance (i.e. pier side crane services).

3.2.2.1.2.2 CDC/CIC Equipment

At a minimum all the CDC/CIC equipment shall mount within the same footprint of the current WLR-1H(V)5 CDC/CIC equipment. Existing volume of CDC/CIC equipment is 23.15 cubic feet. As a goal all the system equipment in the CDC/CIC shall mount in a standard single shock mounted 19" equipment rack.

3.2.2.1.2.3 Tuner Room Equipment

At a minimum all the tuner room equipment shall mount within the same footprint of the current WLR-1H(V)5 tuner room equipment. Existing volume of tuner room equipment is 15.63 cubic feet. As a goal there shall be no system equipment in the tuner room.

3.2.2.1.3 System Weight Factors

3.2.2.1.3.1 Mast Mounted Equipment

New system mast mounted equipment weight shall not exceed current weight of existing WLR-1H(V)5 mast mounted equipment. Existing weight of mast mounted equipment is 618 lbs.

3.2.2.1.3.2 CDC/CIC Equipment

New system CDC/CIC equipment weight shall not exceed current weight of existing WLR-1H(V)5 CDC/CIC equipment. Existing weight of tuner room equipment is 560 lbs.

3.2.2.1.3.2 Tuner Room Equipment

New system tuner room equipment weight shall not exceed current weight of existing WLR-1H(V)5 tuner room equipment. Existing weight of tuner room equipment is 404 lbs.

3.2.2.1.4 System Design and Construction

3.2.2.1.4.1 Mast Mounted Equipment

3.2.2.1.4.1.1 Mast Mounted Equipment Exterior Finish

The exterior finish of all the mast mounted system equipment (excluding the radome) shall be either one of the following:

- a) Hard coat anodize per MIL-A-8625F, type III, class 1 or
- b) Commercial grade power coat epoxy with appropriate priming system.

3.2.2.1.4.1.2 Mast Mounted Equipment Nameplate and Marking

Nameplates and markings for all mast mounted equipment shall be clean, concise, legible and durable. Markings shall be provided for all controls, lamps, switches, fuses, jacks, test points, and other components.

3.2.2.1.4.1.3 Antenna Front Connector Panel Finish

3.2.2.1.4.1.3.1 Antenna Front Connector Panel (Navy)

If a new WLR-1H(V)5 AS-4122A antenna front connector panel is required (i.e. replaced or refurbished existing front connector panel) treat new WLR-1H(V)5 AS-4122A antenna front connector panel per MIL-C-5541E, Class 1A, Gold.

The color of any new WLR-1H(V)5 AS-4122A antenna front connector panel for the US Navy shall be Navy Haze Gray, Color #26270 per FED-STD-595B.

If paint is used MIL-P-53030A and MIL-PRF-85285C are applicable. If powder coating is used MIL-PRF-24712A is applicable.

3.2.2.1.4.1.3.2 Antenna Front Connector Panel (USCG)

If a new WLR-1H(V)5 AS-4122A antenna front connector panel is required (i.e. replaced or refurbished existing front connector panel) treat new WLR-1H(V)5 AS-4122A antenna front connector panel per MIL-C-5541E, Class 1A, Gold.

The color of any new WLR-1H(V)5 AS-4122A antenna front connector panel for the USCG shall be USCG Black, Color #27038 per FED-STD-595B.

If paint is used MIL-P-53030A and MIL-PRF-85285C are applicable. If powder coating is used MIL-PRF-24712A is applicable.

3.2.2.1.4.2 CDC/CIC Equipment

3.2.2.1.4.2.1 CDC/CIC Equipment Nameplate and Marking

Nameplates and markings for all below deck equipment shall be clean, concise, legible and durable. Markings shall be provided for all controls, lamps, switches, fuses, jacks, test points, and other components.

3.2.2.1.4.3 Tuner Room Equipment

3.2.2.1.4.3.1 Tuner Room Equipment Nameplate and Marking

Nameplates and markings for all below deck equipment shall be clean, concise, legible and durable. Markings shall be provided for all controls, lamps, switches, fuses, jacks, test points, and other components.

3.2.3 Environmental Characteristics

3.2.3.1 System Characteristics

The system shall meet all the environmental specifications indicated in Table 1.

3.2.3.2 Subsystem Characteristics

All subsystems shall meet all the environmental specifications indicated in Table 1.

3.2.4 Thermal Requirements

3.2.4.1 System Thermal Requirements

3.2.4.1.1 Mast Mounted Thermal Requirements

The heat dissipation of the mast mounted equipment shall not exceed 1.7 kW (5800 Btu/hour).

3.2.4.1.2 CDC/CIC Thermal Requirements

The heat dissipation of the CDC/CIC equipment shall not exceed 1.7 kW (5800 Btu/hour).

3.2.4.1.3 Tuner Room Thermal Requirements

The heat dissipation of the tuner room equipment shall not exceed 1.9 kW (6483 Btu/hour). A goal for the heat dissipation of the tuner room would be zero watts (0 Btu/hour).

ENVIRONMENTAL SPECIFICATIONS			
Operating Ambient Temperature	-25 °C to 65 °C	MIL-STD-810F Method 501.3 and 502.3, Procedure II	Mast Mounted Equipment
Operating Ambient Temperature	0 °C to 50 °C	MIL-STD-810F Method 501.3 and 502.3, Procedure II	Below Deck Equipment
Storage Ambient Temperature	-40 °C to 70 °C	MIL-STD-810F, Method 501.3 and 502.3, Procedure I	Mast Mounted Equipment and Below Deck Equipment
Solar Radiation	MIL-STD-810F, Method 505.3, Procedure II, Basic Hot	MIL-STD-810F, Method 505.3, Procedure II, Basic Hot	Mast Mounted Equipment
Rain	Rainfall rate 10cm/hr, wind speed 18 m/s, water pressure 377 kPa	MIL-STD-810F, Method 506.3 Procedure I (Blowing rain).	Mast Mounted Equipment
Humidity	98% condensing	MIL-STD-810F, Method 507.3	Mast Mounted Equipment and Below Deck Equipment
Salt Fog	MIL-STD-810F, Method 509.3 Procedure I	MIL-STD-810F, Method 509.3 Procedure I	Mast Mounted Equipment and Below Deck Equipment
Fungus	MIL-STD-810F, Method 508.4	MIL-STD-810F, Method 508.4	Mast Mounted Equipment and Below Deck Equipment
Sand/Dust	MIL-STD-810F, Method 510.3 Procedure I (Blowing Dust)	MIL-STD-810F, Method 510.3 Procedure I (Blowing Dust)	Mast Mounted Equipment
Wind velocity	85 knots	To be incorporated into design and supported by analyses	Mast Mounted Equipment
Vibration	MIL-STD-167/1 and MIL-STD-810F, Method 514.4 Category 9 (Shipboard vibration)	MIL-STD-167/1 and MIL-STD-810F, Method 514.4 Category 9 (Shipboard vibration)	Mast Mounted Equipment and Below Deck Equipment
Shock	Grade A, Type A, Class III	MIL-HDBK-2036 (Shock); MIL-S-901D	Mast Mounted Equipment and Below Deck Equipment
DC Magnetic Field	DOD-STD-1399-70-1	DOD-STD-1399-70-1	Below Deck Equipment
Non-Operating Altitude	MIL-STD-810F, Method 500.3 Procedure I	MIL-STD-810F, Method 500.3 Procedure I	Mast Mounted Equipment and Below Deck Equipment
EMI/EMC	MIL-STD-461E class A4	MIL-STD-461E class A4	Mast Mounted Equipment and Below Deck Equipment

Table 1

3.2.5 Reliability And Maintainability Requirements

3.2.5.1 System Reliability Requirements

3.2.5.1.1 System Reliability Requirements (Hardware)

The system shall meet the following reliability and maintainability requirements:

MTBF - 15,000 hours minimum

MTBOMF - 18,000 hours minimum

A_0 - 0.95 minimum

MTTR - Less than 4.0 hour @ 95%.

3.2.5.1.2 System Reliability Requirements (Software)

The system shall meet the following reliability and maintainability requirements:

MTBF - 400 hours minimum

MTBOMF - 600 hours minimum

A_0 - 0.99 minimum

MTTR - Less than 15 minutes @ 99%.

3.2.5.2 System Maintainability Requirements

Organizational Corrective Maintenance – The system shall be designed so that organizational level maintenance can be performed to the LRU level.

Preventative Maintenance Configuration Requirements – The system shall be designed to minimize the requirement for preventative maintenance and preventative maintenance requirements must not exceed the preventative maintenance requirements for the WLR-1H(V)5 system.

STATEMENT OF WORK (SOW)
FOR
WLR-1H(V)7 SYSTEM



1.0 Scope. This Statement of Work (SOW) defines the efforts required of the Contractor in the production of the WLR-1H(V)7 Countermeasures Receiver Set modification kits. The Performance Weapons Specification (PRF WS 33513) (Attachment A) for the WLR-1H(V)7 Countermeasures Receiver Set defines the performance and design requirements for the WLR-1H(V)7 system.

1.1 Background. The WLR-1H(V)5 is a shipboard ESM system with the mission requirement of providing Over-The-Horizon Cued Detection, Classification and Targeting (OTH Cued DC&T) area surveillance and threat warning covering frequencies from 0.55 GHz to 18.0 GHz. The system has a parallel scan and display capability of all six frequency bands. The system provides received signal processing, digital displays and recording of frequency, pulse width, pulse repetition frequency and time of arrival. The system performs matching of selected received signal parametrics with a stored threat library to provide an audible and visual alert upon receipt of a threat signal. The WLR-1H(V)7 system is the current COTS/NDI upgrade to the WLR-1H(V)5 system.

2.0 Applicable Documents. The following documents of issue of this SOW are applicable to the extent specified herein. In the event of a conflict between the SOW and documents referenced herein, the contents of this SOW shall be considered as superseding requirements.

2.1 Standards And Specifications.

<u>Standards</u>	<u>Date</u>	<u>Description</u>
MIL-HDBK-470A	04 AUG 1997	Designing And Developing Maintainable Products And Systems, Volume I And Volume II
IEEE-1332-1998	30 JUN 1998	IEEE Standard Reliability Program For Development And Production Of Electronic Systems And Equipment
MIL-STD-973	17 APR 1992	Configuration Management
MIL-HDBK-61	30 SEP 1997	Configuration Management Guidance
MIL-HDBK-2036	01 NOV 1999	Preparations Of Electronic Equipment Specifications
MIL-STD-100G	09 JUN 1997	Department Of Defense Standard Practice For Engineering Drawings
MIL-DTL-31000A	09 JUN 1997	Technical Data Packages
MIL-STD-882D	10 FEB 2000	Standard Practice For System Safety
MIL-D-23140D	30 APR 1992	Drawings, Installation Control, For Electronic Equipment

2.1 Standards And Specifications (continued).

<u>Standards</u>	<u>Date</u>	<u>Description</u>
MIL-STD-130K	01 DEC 1993	Identification Marking Of U.S. Military Property
MIL-DTL-24784A	15 MAR 1999	Manuals, Technical: General Acquisition And Development Requirements
NAVEDTRA 131A	JUL 1997	Personnel Performance Profile Based Curriculum Development Manual

2.2 Other Specifications.

<u>Attachments</u>	<u>Date</u>	<u>Description</u>
Attachment A	03 APR 2001	Development Specification For Receiving Set AN/WLR-1H(V)7 (PRF WS 33513)
Attachment B	20 FEB 2001	Interface Requirements Specification (IRS) For The Battleforce Electronic Warfare Trainer (BEWT) AN/USQ-T47 And AN/WLR-1H(V)7.

3.0 Requirements. The Contractor shall fabricate, assemble and test the WLR-1H(V)7 system to meet the requirements of MIL-HDBK-2036, MIL-HDBK-470A as applicable to COTS/NDI components and assemblies, and PRF WS 33513 (Attachment A). System safety requirements shall be in accordance with MIL-STD-882D. The WLR-1H(V)7 system shall replace all units of the WLR-1H(V)5 system with the exception of the WLR-1H(V)5 AS-4122A Single Package Antenna which may be utilized as part of the WLR-1H(V)7 system. The following paragraphs provide detailed descriptions of the tasks to be performed by the Contractor in support of the WLR-1H(V)7 modification kits.

Unless otherwise noted all required deliverables shall be submitted in an unprotected soft copy in the latest version of Microsoft Word format (or Microsoft Excel if a database).

Unless otherwise noted and applicable all required drawing deliverables shall be submitted in an unprotected soft copy in the AUTOCAD 2000 version format or greater.

3.1 First Article (FA) Requirements. This requirement may be waived if contractor can provide documentation indicating successful completion of any or all of the following First Article requirements. If First Article Testing is required, contractor shall submit First Article Requirement's proposal based on which is the most cost-effective to the Government based on the aircraft carrier's homeport being either Norfolk, VA or San Diego, CA.

3.1.1 First Article Factory Acceptance Testing (FAT). The Contractor shall conduct acceptance tests on each First Article to verify the performance of the WLR-1H(V)7 system. The Government (DCMC) shall be notified of pending tests and reserves the right to witness any and all tests. The Government shall be notified of the test start date no later than 5 days prior to start of tests. The contractor shall conduct First Article (FAT) no later than 6 months after contract award. Upon completion of testing, the Contractor shall submit a complete report, documenting the results of each First Article and complete WLR-1H(V)7 system tested during the factory acceptance test in accordance with CDRL A001. This report shall include information carried over from previous antenna all in one report. All Factory Acceptance Tests shall be conducted with test equipment having a valid calibration date.

3.1.2 First Article Hardware Environmental Testing. First article system shall undergo environmental testing per Attachment A, Table 1 no later than seven months after contract award. Any damage due to the environmental testing is the responsibility of the contractor.

3.1.3 First Article Hardware Environmental Testing Report. Contractor shall provide a first article hardware environmental testing report in an unprotected soft copy latest version of Microsoft Word format detailing environmental testing of the WLR-1H(V)7 system in accordance with CDRL A002. Report will detail the results of the first article system environmental test results.

3.1.4 First Article Land Based Testing. The Contractor shall bring the assembled WLR-1H(V)7 system to a Government facility at the homeport of the test ship for Land Based System Testing within one month after environmental testing has been successfully completed. Testing shall be conducted by the Government per a Government developed Land Based Test plan which will be provided as GFI. Land Based Testing shall last approximately two weeks and Contractor is invited to observe all testing. Contractor shall be notified of test start date no later than 5 days prior to start of testing.

3.1.5 First Article Ship Check On Aircraft Carrier. Government shall perform ship check on hull identified. Contractor shall accompany Government during ship check. Government shall provide two weeks notice prior to ship check.

3.1.6 First Article Brief On Aircraft Carrier. Contractor shall provide a brief to the Government describing installation, system functionality and deinstallation of WLR-1H(V)7 system in accordance with CDRL A003. The brief shall consist of fifteen to twenty-five slides. Contractor shall be present during the brief to answer questions pertaining to the brief.

3.1.7 First Article Installation Instructions. Contractor shall develop and provide a set of instructions in an unprotected soft copy latest version of Microsoft Word format in sufficient detail to direct the installation team in installation and light off of the WLR-1H(V)7 system in accordance with CDRL A004.

3.1.8 First Article Factory Training With Training Material Included. Prior to the first article at sea demonstration testing by the Government the Contractor shall provide training to Government personnel (not to exceed five people) on the operation and maintenance of the system during the at sea Demonstration Test (DT). The Government shall provide proposed dates for training two weeks prior to training. Training shall be conducted at the Contractor's facility. Training shall be in enough detail to allow ship's force to maintain and operate the WLR-1H(V)7 system during the Government at sea DT.

In support of this training the Contractor shall develop training materials in an unprotected soft copy in latest version of Microsoft Word format to instruct qualified WLR-1H(V)7 maintainers/operators on any and all pertinent maintenance and operating instructions in accordance with CDRL A005. Training materials shall include information carried over from the previous antenna in the same documents.

3.1.9 First Article Install System On Aircraft Carrier. Contractor shall provide and install First Article on aircraft carrier approximately eight months after contract award and based on ships availability.

3.1.10 First Article Installation Report. Contractor shall provide an installation report in an unprotected soft copy latest version of Microsoft Word format detailing installation of the WLR-1H(V)7 system in accordance with CDRL A006. Report will detail the installation of the WLR-1H(V)7 aboard the aircraft carrier.

3.1.11 First Article Contractor Engineering Testing (ET) At Sea. The Government shall provide dates available for the Contractor to perform an engineering test of the WLR-1H(V)7 system within 5 days of ships availability. Contractor shall have a minimum of three days and a maximum of five days at sea to test the WLR-1H(V)7 system with targets of opportunity. The Government anticipates at sea testing will be approximately nine months after contract award. The Contractor shall maintain and repair as practical the WLR-1H(V)7 system during the at sea engineering test. Upon completion of the at sea engineering test the Contractor shall provide notice of readiness to the Government to conduct the First Article Demonstration Test.

3.1.12 First Article Demonstration Test (DT) Data Extraction. Testing shall be conducted by the Government per the DT plan which will be provided as GFI. Government DT plan shall test the WLR-1H(V)7 system per requirements specified in Attachment A. Government shall provide proposed dates for testing upon completion of ET. Government at sea Demonstration Test shall last approximately two weeks and Contractor may observe all testing.

During the Government at sea DT the Contractor shall provide capability for data extraction of the WLR-1H(V)7 system during all testing in accordance with CDRL A007.

3.1.13 First Article Demonstration Test (DT) Maintain And Repair. Upon request by the Government provided DT Test Director the contractor shall maintain and repair the WLR-1H(V)7 system during the at sea demonstration test.

3.1.14 First Article Remove System From Aircraft Carrier. After Government DT is completed Government shall provide dates to the Contractor when the Contractor shall remove the WLR-1H(V)7 system from the test ship. Contractor shall ensure any and all changes to the test ship return to same condition before WLR-1H(V)7 system installation. Removal of system from test ship will be approximately ten months after contract award but ultimately pending on ship availability.

3.2 WLR-1H(V)7 Hardware System. The Contractor shall fabricate, assemble, and test the WLR-1H(V)7 system to meet the requirements of PRF WS33513, Attachment A. The WLR-1H(V)7 shall replace all units of the WLR-1H(V)5 system with exception of the WLR-1H(V)5 AS-4122A Single Package Antenna which may be utilized as part of the WLR-1H(V)7 system.

3.3 BEWT Interface. The Contractor shall insure the WLR-1H(V)7 interfaces with the Battleforce Electronic Warfare Training (BEWT) system in accordance with Attachment B.

3.4 Drawings. The Contractor shall provide signed soft copy WLR-1H(V)7 Drawings in no less than AUTOCAD 2000 format in accordance with MIL-STD-100G and MIL-DTL-31000A. Configuration management control shall be applied to all drawings and the Government shall be notified and provided a soft copy (AUTOCAD 2000 format or higher) of any drawing changes.

3.4.1 Installation Control Drawings (ICDs). The Contractor shall provide signed WLR-1H(V)7 Installation Control Drawings (ICD's) in accordance with MIL-D-23140D which fully describe all shipboard installation requirements including but not limited to system dimensional requirements, interconnecting cabling requirements, and ship service requirements (power, dry air, etc., IAW CDRL A008). WLR-1H(V)7 EDM ICD drawings are provided as GFI.

3.4.2 System Drawings. The Contractor shall provide signed WLR-1H(V)7 System Drawings which fully describe the WLR-1H(V)7 system including nameplate drawings. WLR-1H(V)7 System drawings and lists shall be adequate to ensure future maintenance, repair, and upgrade of the system for both hardware, hardware interfaces, software, and software interfaces. The contractor shall submit system drawings in accordance with CDRL A009.

3.4.3 ATP Test Equipment Drawings. The Contractor shall provide signed non-commercial WLR-1H(V)7 Acceptance Test Procedure (ATP) Test Equipment Drawings which fully describe Contractor specific test equipment and test equipment setup required to conduct the factory acceptance test procedures in accordance with CDRL A010. WLR-1H(V)7 Acceptance Test Procedure (ATP) Test Equipment Drawings shall be to the level to ensure future maintenance, repair, and upgrade of the system for both hardware, hardware interfaces, software, and software interfaces.

3.5 Factory Acceptance Test Procedures (ATP). The Contractor shall create factory acceptance test procedures to reflect testing requirements for WLR-1H(V)7 production systems in accordance with CDRL A011. The procedures shall be sufficient to demonstrate that the entire production system meets or exceeds the required performance capabilities defined in Attachment A for major subsystems and system level. This would include any antenna components used from the WLR-1H(V)5 antenna. Data sheets shall be included as part of the factory acceptance test procedure package to record all applicable data. All Factory Acceptance Tests shall be conducted with test equipment having a valid calibration date.

3.6 Engineering Change Proposals (ECP's). Government shall conduct a Physical Configuration Audit (PCA) at the Contractor's facility to baseline the WLR-1H(V)7 system and the WLR-1H(V)7 system acceptance test procedure test equipment and test equipment setup. Once the PCA is completed a WLR-1H(V)7 Product Baseline (PBL) is established for the WLR-1H(V)7 system. These PBLs may only be modified as a result of a Government approved Engineering Change Proposal (ECP) submitted by the Contractor for all government control configuration items (i.e., system hardware, system software, test hardware, test software, test procedures, tech manuals, and software user manual.) This will allow configuration management of all hardware and software changes to be properly documented. MIL-STD-973 and MIL-HDBK-61 shall be used as guidance in regards to configuration management. Contractor shall provide ECP's in accordance with CDRL A012.

3.7 Notice Of Revision (NOR). When an Engineering Change Proposal (ECP) is required the Contractor shall submit a NOR for Government approval prior to updating the WLR-1H(V)7 Product Baseline drawing package CDRL A013. This will allow configuration management of all hardware and software changes to be properly documented.

3.8 Specification Change Notice (SCN). When an Engineering Change Proposal (ECP) is required that changes the WLR-1H(V)7 specifications the Contractor shall submit a SCN for Government approval prior to changing the WLR-1H(V)7 specification CDRL A014.

3.9 Request For Deviation (RFD). Once the PCA is completed a WLR-1H(V)7 Product Baseline (PBL) is established for both the WLR-1H(V)7 system and the WLR-1H(V)7 system acceptance test procedure test equipment and test equipment setup. Deviation from the PBLs may only be modified as a result of a Government approved Request For Deviation (RFD) submitted by the Contractor in accordance with CDRL A015. This will allow configuration management of all hardware and software changes to be properly documented.

3.10 Request For Waiver (RFW). Once the PCA is completed a WLR-1H(V)7 Product Baseline (PBL) is established for both the WLR-1H(V)7 system and the WLR-1H(V)7 system acceptance test procedure test equipment and test equipment setup. Waivering from the PBLs may only be modified as a result of a Government approved Request For Waiver (RFW) submitted by the Contractor in accordance with CDRL A016. This will allow configuration management of all hardware and software changes to be properly documented.

3.11 Factory Acceptance Tests (FAT). The Contractor shall conduct acceptance tests on each production system to verify the performance of the WLR-1H(V)7 system. The Government (DCMC) shall be notified of pending tests and reserves the right to witness any and all tests. The Government shall be notified of the test start date no later than 5 days prior to start of tests. Upon completion of testing, the Contractor shall submit a complete report, documenting the results of each unit and complete WLR-1H(V)7 system tested during the factory acceptance test in accordance with CDRL A017. This report shall include information carried over from previous antenna all in one report. All Factory Acceptance Tests shall be conducted with test equipment having a valid calibration date.

3.12 POA&M And Program Status Reports. The Contractor shall provide a production milestone schedule to address all hardware procurement, fabrication, testing, and data requirements. Milestones shall be identified in sufficient detail to facilitate progress tracking to a week in the schedule. This milestone chart schedule and related planning discussions shall be included in the monthly status report. This schedule will be used as a basis for tracking program progress for the term of the contract. The schedule found in the monthly status report will be in the latest version of Microsoft Project.

The Contractor shall prepare a monthly status report that includes statements as to the progress made in the fabrication, assembly, and test of the WLR-1H(V)7 production system in accordance with CDRL A018.

3.13 Ship's Operational Verification Test (SOVT). The Contractor shall provide a set of instructions in an unprotected soft copy latest version of Microsoft Word format in sufficient detail to direct the Alteration Installation Team (AIT) or Engineering Installation Team (EIT) in the shipboard installation of the WLR-1H(V)7 production system in accordance with CDRL A019. A subset of these instructions shall consist of a WLR-1H(V)7 system operational verification test (SOVT). The SOVT shall allow the installation team verification that the WLR-1H(V)7 has been lit off properly and works aboard the ship as designed. These instructions must be applicable for testing aboard a NAVY aircraft carrier and a USCG high endurance cutter.

3.14 Maintenance Requirement Cards (MRCs). The Contractor shall provide and/or revise/update existing MRCs and Maintenance Index Pages (MIP) for the WLR-1H(V)5 system to reflect the PMS requirements for the WLR-1H(V)7 system. The revised MRCs shall be provided in an unprotected soft copy format in the latest version of Microsoft Word. WLR-1H(V)5 and WLR-1H(V)7 EDM MRCs and MIPs are provided as GFI. The WLR-1H(V)7 MRCs shall include all MRCs for the entire WLR-1H(V)7 system in accordance with CDRL A020.

3.15 MRC Reliability Centered Maintenance (RCM) Analysis. A Reliability Centered Maintenance (RCM) analysis shall be conducted by the Contractor on all WLR-1H(V)7 system MRCs in accordance with CDRL A021.

3.16 Nameplates And Serial Number Request. The Contractor shall install nomenclature and identification plates at the LRU, the subsystem, the unit, and the system level. The request shall also include a request for Serial Number assignment for all these levels for production units in accordance with MIL-STD-130K and CDRL A022.

3.17 Production System Test Plan. The Contractor shall provide a Test Plan to define all testing to be conducted on the entire WLR-1H(V)7 production system in accordance with CDRL A023. The test plan shall be sufficient to demonstrate that the production systems meet the required performance capabilities defined in Attachment A. The test plan shall be used as guidance and development of factory acceptance test procedure, CDRL A011.

3.18 System Software User Manual (SUM). The Contractor shall provide a software users manual for the WLR-1H(V)7 system. The software users manual for the WLR-1H(V)7 system shall provide instructions to execute the WLR-1H(V)7 software. This WLR-1H(V)7 system level manual shall be in accordance with the CDRL A024.

3.19 System Technical Manual (TM). The Contractor shall provide system level WLR-1H(V)7 technical manuals which fully describe the operation and maintenance of the WLR-1H(V)7 system in accordance with MIL-DTL-24784A and CDRL A025. Use of existing commercial manuals for COTS equipment maintenance is permitted. Technical manuals shall provide necessary support to train, operate, repair, and maintain the WLR-1H(V)7 system at the organizational level. The technical manual will document and incorporate all relevant WLR-1H(V)5 AS-4122A technical manual information to the WLR-1H(V)7 system. WLR-1H(V)5 tech manuals will be provided as GFI. The technical manual shall provide the necessary support to train, operate, repair, maintain and have fault isolation procedures for the WLR-1H(V)7 to the organizational level.

3.20 Allowance Parts List (APL's). The Contractor shall provide APLs for the WLR-1H(V)7 system. APL's shall be provided in an unprotected soft copy format in the latest version of Microsoft Excel in accordance with CDRL A026. The WLR-1H(V)7 APL's shall contain all interconnecting and intraconnecting cables and associated connectors.

3.21 In Process Reviews (IPRs). Contractor shall coordinate with the Government to schedule and conduct WLR-1H(V)7 IPRs.

3.21.1 ATP IPRs. A maximum of two Acceptance Test Procedure (ATP) meetings shall be conducted prior to acceptance of the ATP's. These reviews shall be conducted at the Contractor's facility.

3.21.2 Technical Manual IPRs. A maximum of two system level WLR-1H(V)7 technical manual (TM) meetings shall be conducted prior to acceptance of the TM's.

3.21.3 In Process Reviews (IPRs) Agenda And Minutes. Contractor shall be responsible for preparing IPR agenda and IPR minutes for ATP IPR's and TM IPR's in accordance with CDRL A027 and CDRL A028.

3.22 Maintenance Plan. The Contractor shall provide a WLR-1H(V)7 system Maintenance Plan in accordance with CDRL A029.

3.23 Provisioning Part List (PPL). The Contractor shall develop a PPL and Supplementary Provisioning Technical Documentation Selection sheet for all items developed, produced, and or furnished in accordance with CDRL A030. The PPL and Supplementary Provisioning Technical Documentation Selection data shall incorporate information carried over from the previous antenna in the same report. The PPL shall contain the end item, component or assembly and all support items which can be disassembled, reassembled, or replaced, and which, when combined constitute the end item, component or assembly and shall include items such as parts, materials, connecting cabling, piping, and fittings required for the operation and maintenance of the end item, component, or assembly. The PPL shall be used to determine the range and quantity of support items required to maintain the end item for an initial period of service. This includes all repairable contractor off the shelf (COTS) items unless excluded by the provisioning requirements. It does not include a breakdown of government furnished equipment. The PPL shall include items such as parts, materials, connecting, cabling, piping, and fittings required for the operations and maintenance of the end item/equipment. The PPL shall contain all tools, test equipment, repair kits and repair parts sets required to maintain the end item, component, or assembly equipment unless excluded by the provisioning requirements.

3.24 Recommended On Board Spare Parts. The contractor shall submit a list of recommended onboard spare parts required to support this permanent installation of the WLR-1H(V)7 system in the supply system and on board ship in accordance with CDRL A031.

3.25 Reliability Data. The Contractor shall submit all available reliability/testability/maintainability data on all WLR-1H(V)7 system equipment including any and all COTS/NDI equipment in accordance with CDRL A032. Reliability data shall consist of Mean Time Between Failure (MTBF) and Mean Time To Repair (MTTR). IEEE-1332-1998 shall be followed in development of this document.

3.26 Software Development Plan. The Contractor shall provide a Software Development Plan for the WLR-1H(V)7 production system software and the WLR-1H(V)7 Acceptance Test Procedure (ATP) Test Equipment Software in accordance with CDRL A033.

3.27 Source Code. The Contractor shall provide the Software Source Code for the WLR-1H(V)7 production system software and the WLR-1H(V)7 Acceptance Test Procedure (ATP) Test Equipment Software in a soft copy format in accordance with CDRL A034. Contractor shall provide a soft copy of software source code and a soft copy of software executables of any and all Contractor specific test equipment required to conduct the factory acceptance test procedures. Configuration control shall be applied to this software and Government must be notified and provided a soft copy of any software changes. Program listings shall be provided for each individual program. Each listing shall be provided in the Assembler and/or Compiler language chosen by the contractor and approved by the Government. Programs shall have appropriate flow charts, as specified in Computer Software Flow Charts. The source listings shall contain comments in sufficient quantities and detail to allow for easy modification of the program and to provide insight into the relationship of a section to the operation of the total system. Hard copy listings of all Object programs shall be provided in the same form and media as the source program. The listings shall be annotated to allow for easy reference or comparison to the source coding for the particular program. All additional information necessary for the successful assembly/compilation and/or execution of programs shall be provided in a form and format selected by the contractor and approved by the Government.

3.28 Training Material. Training material will be provided to the Government in accordance with NAVEDTRA 131A in an unprotected soft copy in the latest Microsoft Word format detailing the operation and maintenance of the WLR-1H(V)7 system in accordance with CDRL A035.

4.0 Government Furnished Property (GFP)/ Government Furnished Information (GFI). The Government shall provide the following as GFP and GFI as shown in the GFP/GFI attachment.

DRAFT SOLICITATION**5.0 CDRL Listing**









CDRL #	PARAGRAPH #	PAGE #	SOW DESCRIPTION	DID
A001	3.1.1	3	First Article Factory Acceptance Testing (FAT)	DI-NDTI-80809B
A002	3.1.3	3	First Article Hardware Environmental Testing Report	DI-NDTI-80809B
A003	3.1.6	3	First Article Brief On Aircraft Carrier	DI-MISC-80508
A004	3.1.7	3	First Article Installation Instructions	DI-MISC-80508
A005	3.1.8	4	First Article Factory Training With Training Material Included	DI-ILSS-80047
A006	3.1.10	4	First Article Installation Report	DI-QCIC-80512
A007	3.1.12	4	First Article Demonstration Test (DT) Data Extraction	DI-NDTI-80809B
A008	3.4.1	5	Installation Control Drawings (ICDs)	DI-DRPR-81242
A009	3.4.2	5	System Drawings	DI-DRPR-80651
A010	3.4.3	6	ATP Test Equipment Drawings	DI-DRPR-80651
A011	3.5	6	Factory Acceptance Test Procedures (ATP)	DI-NDTI-80603
A012	3.6	6	Engineering Change Proposals (ECP's)	DI-CMAN-80639C
A013	3.7	6	Notice Of Revision (NOR)	DI-CMAN-80642C
A014	3.8	6	Specification Change Notice (SCN)	DI-CMAN-80643C
A015	3.9	6	Request For Deviation (RFD)	DI-CMAN-80640C
A016	3.10	7	Request For Waiver (RFW)	DI-CMAN-80641B
A017	3.11	7	Factory Acceptance Tests (FAT)	DI-NDTI-80809B
A018	3.12	7	POA&M And Program Status Reports	DI-MGMT-80227
A019	3.13	7	Ship's Operational Verification Test (SOVT)	DI-QCIC-80206
A020	3.14	7	Maintenance Requirement Cards (MRCs)	DI-MNTY-80991
A021	3.15	8	MRC Reliability Centered Maintenance (RCM) Analysis	DI-ILSS-80111A
A022	3.16	8	Nameplates And Serial Number Request	DI-MISC-80508
A023	3.17	8	Production System Test Plan	DI-NDTI-80566
A024	3.18	8	System Software User Manual (SUM)	DI-IPSC-81443A
A025	3.19	8	System Technical Manual (TM)	DI-TMSS-80527A
A026	3.20	8	Allowance Parts List (APL's)	DI-ILSS-81359A
A027	3.21.3	9	In Process Reviews (IPRs) Agenda And Minutes	DI-ADMN-81249A
A028	3.21.3	9	In Process Reviews (IPRs) Agenda And Minutes	DI-ADMN-81250A
A029	3.22	9	Maintenance Plan	DI-ILSS-81225
A030	3.23	9	Provisioning Part List (PPL)	DI-MISC-80508
A031	3.24	9	Recommended On Board Spare Parts	DI-ILSS-80134A
A032	3.25	9	Reliability Data	DI-RELI-81497

DRAFT SOLICITATION








5.0 CDRL Listing (Continued)

CDRL #	PARAGRAPH #	PAGE #	SOW DESCRIPTION	DID
A033	3.26	9	Software Development Plan	DI-IPSC-81427A
A034	3.27	10	Source Code	DI-MISC-80508
A035	3.28	10	Training Material	DI-ILSS-80047








DRAFT SOLICITATION**6.0 CDRL And DID Listing**

CDRL #	CDRL FILE	DID	DID DESCRIPTION
A001	 "CDRL A001,01R0000_WLR\	DI-NDTI-80809B	Test/Inspection Report
A002	 "CDRL A002,01R0000_WLR\	DI-NDTI-80809B	Test/Inspection Report
A003	 "CDRL A003,01R0000_WLR\	DI-MISC-80508	Technical Report - Study/Services
A004	 "CDRL A004,01R0000_WLR\	DI-MISC-80508	Technical Report - Study/Services
A005	 "CDRL A005,01R0000_WLR\	DI-ILSS-80047	Training Course Standards
A006	 "CDRL A006,01R0000_WLR\	DI-QCIC-80512	Installation Test Report
A007	 "CDRL A007,01R0000_WLR\	DI-NDTI-80809B	Test/Inspection Report
A008	 "CDRL A008,01R0000_WLR\	DI-DRPR-81242	Installation Control Drawings








DRAFT SOLICITATION**6.0 CDRL And DID Listing (Continued)**

CDRL #	CDRL FILE	DID	DID DESCRIPTION
A009	 "CDRL A009,01R0000_WLR\	DI-DRPR-80651	Engineering Drawings
A010	 "CDRL A010,01R0000_WLR\	DI-DRPR-80651	Engineering Drawings
A011	 "CDRL A011,01R0000_WLR\	DI-NDTI-80603	Test Procedure
A012	 "CDRL A012,01R0000_WLR\	DI-CMAN-80639C	Engineering Change Proposal (ECP)
A013	 "CDRL A013,01R0000_WLR\	DI-CMAN-80642C	Notice Of Revision (NOR)
A014	 "CDRL A014,01R0000_WLR\	DI-CMAN-80643C	Specification Change Notice (SCN)
A015	 "CDRL A015,01R0000_WLR\	DI-CMAN-80640C	Request For Deviation (RFD)







DRAFT SOLICITATION**6.0 CDRL And DID Listing (Continued)**

CDRL #	CDRL FILE	DID	DID DESCRIPTION
A016	 "CDRL A016,01R0000_WLR\	DI-CMAN-80641B	Request For Waiver (RFW)
A017	 "CDRL A017,01R0000_WLR\	DI-NDTI-80809B	Test/Inspection Report
A018	 "CDRL A018,01R0000_WLR\	DI-MGMT-80227	Contractor's Progress, Status and Management Report
A019	 "CDRL A019,01R0000_WLR\	DI-QCIC-80206	Shipboard Industrial Test Procedure
A020	 "CDRL A020,01R0000_WLR\	DI-MNTY-80991	Planned Maintenance System (PMS) Maintenance Requirement Card (MRC)
A021	 "CDRL A021,01R0000_WLR\	DI-ILSS-80111A	Reliability-Centered Maintenance Analysis Data
A022	 "CDRL A022,01R0000_WLR\	DI-MISC-80508	Technical Report - Study/Services

DRAFT SOLICITATION**6.0 CDRL And DID Listing (Continued)**

CDRL #	CDRL FILE	DID	DID DESCRIPTION
A023	 "CDRL A023,01R0000_WLR\	DI-NDTI-80566	Test Plan
A024	 "CDRL A024,01R0000_WLR\	DI-IPSC-81443A	Software User Manual (SUM)
A025	 "CDRL A025,01R0000_WLR\	DI-TMSS-80527A	Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data
A026	 "CDRL A026,01R0000_WLR\	DI-ILSS-81359A	Parts List
A027	 "CDRL A027,01R0000_WLR\	DI-ADMN-81249A	Conference Agenda
A028	 "CDRL A028,01R0000_WLR\	DI-ADMN-81250A	Conference Minutes
A029	 "CDRL A029,01R0000_WLR\	DI-ILSS-81225	Maintenance Support Plan

DRAFT SOLICITATION**6.0 CDRL And DID Listing (Continued)**

CDRL #	CDRL FILE	DID	DID DESCRIPTION
A030	 "CDRL A030,01R0000_WLR\	DI-MISC-80508	Technical Report - Study/Services
A031	 "CDRL A031,01R0000_WLR\	DI-ILSS-80134A	Proposed Spare Parts List
A032	 "CDRL A032,01R0000_WLR\	DI-RELI-81497	Reliability Prediction And Documentation Of Supporting Data
A033	 "CDRL A033,01R0000_WLR\	DI-IPSC-81427A	Software Development Plan (SDP)
A034	 "CDRL A034,01R0000_WLR\	DI-MISC-80508	Technical Report - Study/Services
A035	 "CDRL A035,01R0000_WLR\	DI-ILSS-80047	Training Course Standards

DRAFT SOLICITATION**SECTION "D" - PACKAGING AND MARKING****PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated January 1995.

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

WARRANTY NOTIFICATION FOR ITEM(S) (NAVSEA) (NOV 1996) (5507)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00164-_____ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR **196 OPERATING HOURS** FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY NSWC Technical Representative Ted Jung at 812-854-4822 AND PCO Ms Luann Shelton 812-854-3711.

MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)(5508)

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- (a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.
- (b) Warranted items shall be marked with the following information:
 - (1) National stock number or manufacturer's part number
 - (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
 - (3) Contract number
 - (4) Indication that a warranty applies
 - (5) Manufacturer or entity (if other than the contractor) providing the warranty
 - (6) Date or time when the warranty expires
 - (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

DRAFT SOLICITATION**SECTION "E" - INSPECTION AND ACCEPTANCE**

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
 II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
2.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
<u>DFARS Paragraph No.</u>	<u>Title</u>	<u>Date</u>
252.246-7000	Material Inspection and Receiving Report	Dec 1991

CLAUSES IN FULL TEXT**INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. ORIGIN (NAVSEA) (5605)

Item(s) 0001AA, 0001AB, 0002 (Options 0004,0005 and 0006 if exercised) - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

INSPECTION AND ACCEPTANCE (ORIGIN) (5607)

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by Cognizant DCMA at the contractor's or subcontractor's plant located at _____. The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.

(b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.

(c) Advance notification of the cognizant inspector X is ___ is not required at least 7 days prior to conducting contractor inspections and/or testing.

DRAFT SOLICITATION

SECTION "F" - DELIVERIES OR PERFORMANCE
PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Apr 1984

CLAUSES IN FULL TEXT

TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)

- (a) The Government requires delivery to be made according to the following schedule:
REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
REQUIRED DELIVERY SCHEDULE IS FOUND IN SECTION "J" AS ATTACHMENT 2		
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
REQUIRED DELIVERY SCHEDULE IS FOUND IN SECTION "J" AS ATTACHMENT 2		
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the

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time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to all line items Section "B".

DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY (5707)

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER; BLDG 41S CODE 1121; NAVSURFWARCDIV; CRANE, IN 47522-5011; Mark For: ; Attn: Trent Frady
Code 807, Bldg 3330 South

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

RECEIVING FACILITY SCHEDULE (5708)

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

SECTION "G" - CONTRACT ADMINISTRATION DATA**GENERAL PROCUREMENT INFORMATION**

DRAFT SOLICITATION**BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collected such small dollar amounts could exceed the amount to be recovered.

PART I

<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.242-7000	Post Award Conference	Dec 1991

CLAUSES IN FULL TEXT**Submission Of Invoices (Fixed Price) (NAPS 5252.232-9000) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

 * a separate invoice for each activity designated to receive the supplies or services.

 * a consolidated invoice covering all shipments delivered under an individual order.

 X either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

* Check applicable procedure.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

DRAFT SOLICITATION**PURCHASING OFFICE REPRESENTATIVE LANGUAGE**

PURCHASING OFFICE REPRESENTATIVE: COMMANDER
 ATTN: LUANN SHELTON CODE 1163WP BLDG 2693
 NAVAL SURFACE WARFARE CENTER
 CRANE DIVISION
 CRANE IN 47522-5011
 Telephone No. 812-854- 3711

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is Secret as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, _____*_____ Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

* To be filled in at time of award.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

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- (c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- (d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)

- As used throughout this contract, the following terms shall have the meanings set forth below:
- (a) DEPARTMENT - means the Department of the Navy.
 - (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
 - (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
 - (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

Description	Part Number	NSN	Cage	Serial No.	Estimated Cost
Rotator Assembly	166050-03	5985-01-429-0219	33472	055	\$ 39,000.00
DF Antenna Assembly	202740-02	5985-01-470-2581	33472	008	\$ 33,000.00
AS4122A Antenna Base	202670-02	N/A	33472	N/A	\$ 25,000.00
Headset-Chest,Electrical	56501-3163275	5965-00-900-6401	80064	N/A	\$ 338.00

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

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(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: <http://www.gidep.corona.navy.mil>

SECTION "I" - CONTRACT CLAUSESPART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Oct 1995
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-02	Security Requirements	Aug 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.217-07	Option for Increased Quantity-Separately Priced Line Item	Mar 1989
52.219-06	Notice of Total Small Business Set-Aside	Jul 1996
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan	Oct 2000
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-19	Child Labor Cooperation with Authorities and Remedies	Feb 2001
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998

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52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.223-06	Drug-Free Workplace	Jan 1997
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-08	Duty-Free Entry	Feb 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-03	Patent Indemnity	Apr 1984
52.229-03	Federal, State, and Local Taxes	Jan 1991
52.229-05	Taxes-- Contracts performed in U.S. Possessions or Puerto Rico	Apr 1984
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	May 1997
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	May 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.232-32	Performance Based Payments	May 1997
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award	Aug 1996
52.242-02	Production Progress Reports	Apr 1991
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.243-06	Change Order Accounting	Apr 1984
52.243-07	Notification of Changes	Apr 1984
52.245-01	Property Records	Apr 1984
52.245-02	Government Property (Fixed-Price Contracts)	Dec 1989
52.246-24	Limitation of Liability-- High Value Items	Feb 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	<u>PART II</u>	
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.203-7002	Display of DOD Hotline Poster	Dec 1991
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Commercial and Government Entity (CAGE) Code Reporting	Mar 2000
252.204-7005	Oral Attestation of Security Responsibilities	Aug 1999
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991

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252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.223-7004	Drug-Free Work Force	Sep 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Apr 1993
252.225-7001	Buy American Act and Balance of Payments Program	Mar 1998
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 1991
252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies	Aug 2000
252.225-7010	Duty-Free Entry--Additional Provisions	Aug 2000
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7014	Preference for Domestic Specialty Metals	Mar 1998
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings	Dec 2000
252.225-7025	Restrictions on Acquisitions of Forgings	Jun 1997
252.225-7026	Reporting of Contract Performance Outside the United States	Jun 2000
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.225-7032	Waiver of United Kingdom Levies	Oct 1992
252.227-7013	Rights in Technical Data - Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7030	Technical Data--Withholding of Payment	Mar 2000
252.227-7036	Declaration Of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Jun 1995
252.227-7039	Patents--Reporting Subject Inventions	Apr 1990
252.231-7000	Supplemental Cost Principles	Dec 1991
252.239-7000	Protection Against Compromising Emanations	Dec 1991
252.242-7000	Postaward Conference	Dec 1991
252.242-7004	Material Management and Accounting System Requirements and Standards	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.245-7001	Reports of Government Property	May 1994
252.246-7000	Material Inspection and Receiving Report	Dec 1991
252.247-7023	Transportation of Supplies by Sea	Mar 2000

CLAUSES IN FULL TEXT

FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) (FAR 52.209-3)

(a) The Contractor shall test __ unit(s) of Lot/Item(s) _____ as specified in this contract. At least __ calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ____ calendar days from the date of this contract to _____[insert address of the Government activity to receive the report] marked "FIRST ARTICLE TEST REPORT: Contract No. _____, Lot/Item No. ____." Within _ calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall

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take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) (FAR 52.209-4)

(a) The Contractor shall deliver ____ unit(s) of Lot/Item ____ within ____ calendar days from the date of this contract to the Government at _____ [insert name and address of the testing facility] for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within ____ calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor-

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

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(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

FAR 52.209-4 – Alternate II (SEP 1989)

(k) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

EQUAL OPPORTUNITY (FEB 1999)(FAR 52.222-26)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. [It shall not be a violation of this clause for a contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-- (i) Employment; (ii) Upgrading; (iii) Demotion; (iv) Transfer; (v) Recruitment or recruitment advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be

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declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY. 1999)(FAR 52.232-34)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by [] electronic funds transfer (EFT)[, except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the [payment] information transfer.

(2) Notwithstanding the provision of this clause making the furnishing of EFT information optional, the Contractor shall furnish the EFT information described in paragraph (d) for any payment to be made after January 1, 1999.

(b) Contractor consent.

(1) If the Contractor is willing to be paid by EFT, the Contractor shall provide the EFT information described in paragraph (d) of this clause. The Contractor agrees that, after providing EFT information in accordance with this clause, the Contractor cannot withdraw the Government's right to make payment by EFT for this contract.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT

(but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____ [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.]

DRAFT SOLICITATION**WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) (FAR 52.246-18)****(a) Definitions.** As used in this clause--

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) The Contractor warrants that for 196 Operating Hours *[Contracting Officer shall state the specific warranty period after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]* all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price --

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within _____. *[Contracting Officer shall insert specific period of time in which notice shall be given to the Contractor; e.g., "45 days after delivery of the nonconforming supplies."; "45 days of the last delivery under this contract."; or "45 days after discovery of the defect."]* The Contractor shall submit to the Contracting Officer a written recommendation within _____. *[Contracting Officer shall insert period of time]* as to the corrective action required to remedy the breach. After the notice of breach, but not later than _____ *[Contracting Officer shall insert period within which the warranty remedies should be exercised]* after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in

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paragraph (c)(3) of this clause shall be _____ *[Contracting Officer shall insert period within which the Contractor must be notified of a breach as to corrected or replaced supplies]* from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for _____ *[Contracting Officer shall insert period within which the Contractor must be notified of a breach of warranty as to corrected or replaced supplies]* thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(End of Clause)

VALUE ENGINEERING (FEB 2000) (FAR 52.248-1)

As prescribed in 48.201, insert the following clause:

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"*Acquisition savings*," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"*Collateral costs*," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"*Collateral savings*," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"*Contracting office*" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"*Contractor's development and implementation costs*," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"*Future unit cost reduction*," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either --

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"*Government costs*," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"*Instant contract*," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

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"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that --

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

- (1) The Contracting Officer **[will]** notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer **[will]** notify the Contractor within the 45-

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day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it [will] not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer [will] notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The [] decision to accept or reject all or part of any VECP [is a unilateral decision made solely at the discretion of the Contracting Officer.]

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon --

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
 - (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
 - (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
- (g) *Calculating net acquisition savings.*
- (1) Acquisition savings are realized when
 - (i) the cost or price is reduced on the instant contract,
 - (ii) reductions are negotiated in concurrent contracts,
 - (iii) future contracts are awarded, or
 - (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
 - (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant

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contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts -- add to contract price.
 - (ii) Cost-reimbursement contracts -- add to contract fee.

(i) *Concurrent and future contract savings.*

- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by --
 - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
 - (ii) Multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --
 - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
 - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
 - (iii) Multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
 - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
 - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings.* If a VECP is accepted, **[the Contracting Officer will increase]** the instant contract amount[], as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings **[will]** not exceed[] the contract's firm-fixed-price, target

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price, target cost, or estimated cost, at the time the VECP is accepted, or [] \$100,000, whichever is greater. The Contracting Officer [will] be the sole determiner of the amount of collateral savings[].

(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses*(es): <http://www.arinet.gov/far>

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) (DFARS 252.225-7008)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act—Trade Agreements—Balance of Payments Program clause or the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) (DFAR 252.227-7013 (Alt I))

- (a) Definitions. As used in this clause:
- (1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The

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term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is-

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such

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data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are-

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data-

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

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(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data-

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the

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scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.
The Contractor asserts for itself, or the persons identified below, that the Government' rights to use, release, or disclose the following technical data should be restricted-

Technical Data to be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions
List *	List**	List***	List****

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.
- (f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.
- (1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of

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technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data-Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

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(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when-

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual

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instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

PERFORMANCE EVALUATION (6008)

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:
Quality; Cost Control; Timeliness of Performance; Business Relations; Customer Satisfaction

NOTICE: FIRST ARTICLE AS MANUFACTURING STANDARD (6009)

Each first article approved under this contract shall serve as a manufacturing standard for the corresponding production items delivered hereunder.

DRAFT SOLICITATION**SECTION "J" - LIST OF ATTACHMENTS**Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Test Inspection Report)	14 Jun 01	1
CDRL A002 (Test Inspection Report)	14 Jun 01	1
CDRL A003 (Technical Report -Study Analysis)	14 Jun 01	1
CDRL A004 (Technical Report - Study Analysis)	14 Jun 01	1
CDRL A005 (Training Course Standards)	14 Jun 01	1
CDRL A006 (Installation Test Report)	14 Jun 01	1
CDRL A007 (Test Inspection Report)	14 Jun 01	1
CDRL A008 (Installation Control Drawing)	14 Jun 01	1
CDRL A009 (Engineering Drawings)	14 Jun 01	1
CDRL A010 (Engineering Drawings)	14 Jun 01	1
CDRL A011 (Test Procedure)	14 Jun 01	1
CDRL A012 (Engineering Change Proposal (Short Form)	14 Jun 01	1
CDRL A013 (Notice of Revision)	14 Jun 01	1
CDRL A014 (Specification change Notice)	14 Jun 01	1
CDRL A015 (Request for Deviation)	14 Jun 01	1
CDRL A016 (Request for Waiver)	14Jun 01	1
CDRL A017 (Test Inspection Report)	14 Jun 01	1
CDRL A018 (Contractor's Progress Status and Management Report	14 Jun 01	1
CDRL A019 (Shipboard Industrial Test Procedure)	14 Jun 01	1
CDRL A020 (Planned Maintenance System (PMS) Maintenance Requirement card (MRC))	14 Jun 01	1
CDRL A021 (Reliability - Centered Maintenance Analysis Data	14 Jun 01	1
CDRL A022 (Technical Report - Study /Services)	14 Jun 01	1
CDRL A023 (Test Plan)	14 Jun 01	1
CDRL A024 (Software User Manual (SUM))	14 Jun 01	1
CDRL A025 (Commercial Off-the -Shelf (COTS) Manual and Associated Supplemental Data	14 Jun 01	1
CDRL A026 (Part List)	14 Jun 01	1
CDRL A027 (Conference Agenda)	14 Jun 01	1
CDRL A028 (Conference Minutes)	14 Jun 01	1
CDRL A029 (Maintenance Support Plan)	14 Jun 01	1
CDRL A030 (Technical Report -Study/Services)	14 Jun 01	1
CDRL A031 (Proposed Spare Parts List)	14 Jun 01	1
CDRL A032 (Reliability Prediction and Documentation of Supporting Data	14 Jun 01	1
CDRL A033 (Software Development Plan (SDP))	14 Jun 01	1
CDRL A034 (Technical Report-Study /Services)	14 Jun 01	1
CDRL A035 (Training course Standards	14 Jun 01	1
<u>Attachments</u>		
(1) List of Government Furnished Information (GFI)		1
(2) Required Delivery Schedule		2
(3) DD Form 254	Dec 90	2

DRAFT SOLICITATION**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
 II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

PART I		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
PART II		
<u>DFARS Subsection</u>		

PROVISIONS IN FULL TEXT**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);;

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent::

Name _____

TIN _____

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)]

(a) [Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it

[] is, [] is not a women-owned business concern.]

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

DRAFT SOLICITATION**OFFEROR RECOMMENDATIONS****PRICE****ITEM****QUANTITY****QUOTATION****TOTAL**

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)(FAR 52.209-5)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; (D)

Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (E) Are ___ are not ___ presently indicted for or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(I)(B) of this provision,

(ii)

(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ___ has not ___ within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
---	--

SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2001)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511 [insert NAICS code].

(2) The small business size standard is 750 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

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(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"*Small business concern*," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"*Veteran-owned small business concern*" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"*Women-owned small business concern*," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2001)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _____
[insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

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(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision]. The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

DRAFT SOLICITATION**CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)(FAR 52.222-18)**

(a) Definition. Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that—

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction,

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the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that --
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*
 - * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - * (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
 - * (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
- (End of Provision)

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (DFARS 252.208-7000)

- (a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.
- (b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

Precious Metal*	Deliverable Item Quantity	(NSN and Nomenclature)

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

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(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)**(a) Definitions.**

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (DFARS 252.225-7000)

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

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(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

- (1) The Offeror certifies that-
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
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(List only qualifying country end products.)

- (3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000) (DFAR 252.225-7017)

- (a) *Definition.* "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.
- (b) *Prohibition on award.* Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.
- (c) *Representation.* By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

(End of provision)

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

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Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Luann Shelton, Code 1163WP, Bldg. 2693
300 Highway 361; Crane, IN 47522-5011

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at www.ccr.dlsc.dla.mil. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

<u>PART I</u>		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Apr 1998
52.215-01	Instructions to Offerors-Competitive Acquisition	May 2001
<u>PART II</u>		
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7001	Required Central Contractor Registration	Aug 1999
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

PROVISIONS IN FULL TEXT

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(End of Provision)

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

DRAFT SOLICITATION**TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)**

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Naval Surface Warfare Center, Crane Division 300 Highway 361 Building 2693, Code 1163WP, Crane IN 47522. *[Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.]*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) \$1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as

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"must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

- (1) A description of each major item or work effort.
- (2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".
- (3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".
- (4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.
- (5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.
- (6) Identification of proposed subcontractors, if known, and their location and size status.
- (7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.
- (8) Any other information the Contracting Officer requires in order to evaluate the program.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to , or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

ALTERNATE PROPOSALS

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The

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alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

PROPOSAL REQUIREMENTS

(a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes.

(b) The offeror shall submit the following information:

(1) ___ completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.

(2) ___ copies of the technical proposal.

(3) ___ copies of the cost/price proposal.

(c) Technical Proposal. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the proposal must clearly provide the following:

ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATIONS MUST BE INCLUDED IN THE TECHNICAL PROPOSAL AND A COVER LETTER TO THE TECHNICAL PROPOSAL.

(d) Cost/Price Proposal. The following cost/price information is required (in addition to any other requirement for cost/price information in clause ___.

(e) Exceptions. Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

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ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

- (a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.
- (b) This solicitation contains military, federal and no-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.
- (c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED

SPEC/STD PROPOSED

(Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) Alternative A: The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. Acceptance by the Government of alternative specifications and standards does not oblate the Government to conduct discussions under this solicitation.

(d) Alternative B: It is requested that all recommendations be submitted within _____ days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

DRAFT SOLICITATION**SECTION "M" - EVALUATION FACTORS FOR AWARD**

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.217-04	Evaluation of Options Exercised at Time of Contract Award	Jun 1988
	<u>PART II</u>	
<u>DFARS Paragraph</u>	<u>Title</u>	<u>Date</u>
252.206-7000	Domestic Source Restriction	Dec 1991

PROVISIONS IN FULL TEXT

INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) (DFARS 252.225-7003)

(a) Does the offeror propose to furnish—

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
 (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty free entry is to be accorded pursuant to the Duty-Free Entry—Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

WAIVER OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (NAVSEA) (JUL 2000)

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the Offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) _____

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

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- (c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.
- (d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$ 52,000.00 will be the cost to the Government for first article testing.
- (e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

(End of Provision)

SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

GREATEST VALUE EVALUATION

- (a) **The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered.** The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS
Factor I Technical Approach

SUBFACTORS
Size
System Sensitivity
Realiability/Maintainability
Parameteric Accuracy
Processing Library Capability

Factor II Price

Factor III Past Performance

Quality
Meeting Delivery Schedule
Business Practices

Factor I (Technical Approach) is more important than Factor II (Price). Factor II is significantly more important than Factor III (Past Performance). Factors I and II are individually significantly more important than Factor III (Past Performance). Factors I (Technical) and III (Past Performance) when combined are more important than Factor II.

Subfactors A, B, C, D and E associated with Factor I (Technical Approach) are listed in descending order of importance.

Subfactors A, B and C associated with Factor III (Past Performance) are listed in descending order of importance.

The best value determination may result in the Government's willingness to pay a premium for higher technical capability. The price becomes more important as the degree of equality increases between offers. Past Performance information may be evaluated upon receipt prior to closing date of the solicitation.

- (b) Price will not be assigned an adjective rating. Price will be evaluated in accordance with FAR Part 15. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.
- (c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial

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offer should contain the offeror's best terms from a price and technical standpoint. Should award on initial proposals not be possible, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals in accordance with FAR 15.306. Final Proposal Revisions will be requested from those contractors. The Government will evaluate Final Proposal Revisions and a contract awarded in accordance with the evaluation criteria found herein.

(d) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same/similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, highly unfavorable, or no same or similar history. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

Note: Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.